

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 15, 2008

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance

ENBANC MEETING WITH COUNTY COMMISSIONERS

- **Approval of local Economic Development incentive package for Cessna Columbus Project.**
Recommended Action: Approve incentive package.
- Adjournment of Enbanc Meeting.

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- Approve the minutes of the regular meeting on April 8, 2008

AWARDS AND PROCLAMATIONS

- **Proclamations:**
 - Fair Housing Month
 - Child Abuse Prevention Month
 - Wichita Arbor Day
 - Fathers Make a Difference Day
 - Administrative Professionals Week
 - Crime Victim's Rights Week
 - Earth Day

PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

UNFINISHED COUNCIL BUSINESS

1. Repair or Removal of Dangerous and Unsafe Structures, 631 West 47th Street South. (District IV)

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes are paid within ten days of the hearing, (2) the structure is maintained secure as of April 15, 2008 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of April 15, 2008, and will be so maintained during renovation.

2. Cadillac Lake Agreement for Design Services for Pearson and New Market Tracts, south of 29th Street North, along both sides of Maize. (District V)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

NEW COUNCIL BUSINESS

3. Request for Letter of Intent for Industrial Revenue Bonds, RAW Investments, Inc. (District IV)

RECOMMENDED ACTION: Close the public hearing and approve a Letter of Intent for a term of one year expiring April 15, 2009 to RAW Investments, Inc to issue Industrial Revenue Bonds in an amount not-to-exceed \$2,500,000, subject to the Letter of Intent conditions; approve a 100% tax abatement to benefit Cessna Aircraft Company on all bond-financed property for an initial five-year period plus an additional five years pending City Council review and approval and authorize staff to apply for sales tax exemption on bond-financed property.

4. Kansas World Trade Center 2008 - 2009 Economic Development Services Agreement.

RECOMMENDED ACTION: Approve the proposed 2008-2009 Economic Development Services Agreement for the Kansas World Trade Center with effective date of January 1, 2008 and authorize necessary signatures.

5. Renaming of Riverview School Site. (District VI)

RECOMMENDED ACTION: Approve the renaming of the Riverview School site to become Riverview Park.

6. Creation of Chapter 18.14 of the Code of the City of Wichita, relating to parking lot striping standards and enforcement.

RECOMMENDED ACTION: Approve creation of new chapter 18.14 of the City Code and place the ordinance on for first reading.

7. An Ordinance amending Section 5.68.215 of the Code of the City of Wichita, Kansas, pertaining to Anti-Prostitution Emphasis Area Enhanced Penalties.

RECOMMENDED ACTION: Place the ordinance on first reading.

8. Automated Meter Reading Program.

RECOMMENDED ACTION: Approve the project expenditures for 2008, adopt the Resolution, and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

9. *ZON2008-02 - Zone Change from GO General Office to NR Neighborhood Retail; located at 6019 East Central Avenue. (District II)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC, approve the zone change and place the ordinance establishing the zone change on first reading;
OR 2) Return the application to the MAPC for reconsideration.

10. *SUB 2007-106-Plat of Northgate Commercial Addition located on the north side of 53rd Street North and west of Meridian. (District VI)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the resolutions, and approve first reading of the ordinance.

11. *SUB 2007-107-Plat of Northgate Commercial 2nd Addition located on the west side of Meridian and north of 53rd Street North. (District VI)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the resolutions, and approve first reading of the ordinance.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

* Consent Items

Allan Murdock, Housing Member is also seated with the City Council.

None.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.
*Consent items

12. ***Notice of Intent to Use Debt Financing - Acquisition of 1534 South Ridge Road.**

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

COUNCIL AGENDA

COUNCIL MEMBER AGENDA

None.

13. **COUNCIL MEMBER APPOINTMENTS**

RECOMMENDED ACTION: Approve the Appointments

CONSENT AGENDA

14. **Report of the Board of Bids and Contracts Dated April 14, 2008**

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

15. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Stephen Duhl	Dillon Store #81	13415 West Maple
Jose O. Vasquez	El Super Del Centro LLC	1770 North Broadway
Kulwinder Jaswal	Petro America, Jaswal LLC	8008 East 21st Street
Juan A. Castaneda	Angela's Café*	10901 East Kellogg

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

16. Preliminary Estimates:

- a. Douglas Avenue Drainage Outfall Project, Phase 2: Wabash Water Main Replacement; 3rd Street Sanitary Sewer Replacement; 3rd Street North Water Main Extension (west of Hydraulic, north of Douglas) (468-84060a/660798/636197/636198/620475/864501/ 778587/778588/667593) See Special Provisions & Plansheets. (District I,VI) - \$2,991,895.00
- b. 2008 Contract Maintenance Bridge Rail Rehabilitation (Wassell & Spruce and Mosley & 20th Street North Bridges) (472-84670/132721/) Traffic to be maintained during construction using flagpersons & barricades. (District III,VI) - \$150,000.00
- c. 2008 Sanitary Sewer Reconstruction, Phase 3 (north of 21st Street North, east of Amidon) (468-84501/620503/668622) Traffic to be maintained during construction using flagpersons & barricades. (District VI) - \$82,000.00
- d. Douglas & Oliver Intersection (472-84609/706970/207436) Traffic to be maintained during construction using flagpersons & barricades. (District III) - \$2,895,000.00

RECOMMENDED ACTION: Receive and file.

17. Petitions for Public Improvements:

- a. Construct Paving, Drainage and Water System Improvements for Edge Water Addition, south of 45th Street North, west of Hoover. (District V)
- b. Pave Lorraine and construct a Water Distribution System along Lorraine, between 26th Street and 27th Street. (District I)
- c. Sanitary Sewer in Woods Addition, east of 151st Street West, north of Maple. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

18. Minutes of Advisory Boards/Commissions.

Board of Electrical Appeals, February 26, 2008

Board of Electrical Appeals, March 11, 2008

Board of Plumbers and Gas Fitters Appeals, January 2, 2008

Board of Plumbers and Gas Fitters Appeals, February 6, 2008

Board of Plumbers and Gas Fitters Appeals, March 5, 2008

Board of Refrigeration, Air Conditioning, Warm Air Heating, and Boiler Appeals, February 7, 2008

Board of Refrigeration, Air Conditioning, Warm Air Heating, and Boiler Appeals, February 28, 2008

RECOMMENDED ACTION: Receive and file.

19. Consideration of Street Closures/Uses.

- a. Learjet Celebrating 45 years of Flight Fireworks Celebration, April 18, 2008, 9:15 pm – 9:30 pm
(District I)
 - 21st Street North, Oatman Drive to Oliver

RECOMMENDED ACTION: Approve the request subject to: Hiring off-duty certified law enforcement officers as required; Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and Certificate of Liability Insurance on file with the Community Events Coordinator.

20. Agreements/Contracts:

- a. Agreement to Respread Assessments: Waterfront Residential Addition north of 13th Street North, east of Greenwich. (District II)
- b. Agreement to Respread Assessments: Cedar View Village Addition north of Lincoln Street, east of Greenwich Road. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

21. Change Order:

- a. Central Corridor Railroad Improvement. (District VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

22. Property Acquisitions:

- a. Partial Acquisition of Vacant Land at 135th Street West and 31st Street South for the Mid-Continent Interceptor Sanitary Sewer Project. (District IV)
- b. Partial Acquisition of 757 South Oliver for the Oliver, Harry to Kellogg Road Project. (District III)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

23. Report on Claims Allowed for March 2008:

<u>Name of Claimant</u>	<u>Amount</u>
Kansas Gas Service	\$1,134.49**
Mews HOA	\$ 137.77
Jim Park	\$ 733.00
John Turner	\$2,022.80
David Gallegos	\$ 169.00

** Settled for lesser amount than claimed.

RECOMMENDED ACTION: Receive and file.

24. Transfer of Vacant Lot at 412 Mike Street to the City of Andover.

RECOMMENDED ACTION: Approve the Deed and authorize all necessary signatures.

25. Transit Service Agreement for Oaklawn Improvement District. (District III)

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

26. Leasing of Antenna Site at 1903 West Pawnee. (District IV)

RECOMMENDED ACTION: Approve the Lease and authorize all necessary signatures.

27. Leasing of Antenna Site at Linwood Park. (District I)

RECOMMENDED ACTION: Approve the Lease and authorize all necessary signatures.

28. Leasing of Antenna Site on City Hall. (District VI)

RECOMMENDED ACTION: Approve the Lease and authorize all necessary signatures.

29. Agreement to Examination Report for Employee/Payroll tax Audit of City.

RECOMMENDED ACTION: Approve Forms 2504 and 2504-WC; authorize the Mayor to sign; and authorize prompt payment of the adjustment and approve any necessary budget adjustments.

30. Second Reading Ordinances: (First Read April 8, 2008)

- a. DR2007-05-Proposed Amendments to the Unified Zoning Code Pertaining to the Regulation of Wireless Communication Facilities.

An ordinance amending section iii-d.6.g. and section vi.g.9. of the Wichita-Sedgwick county unified zoning code (April 19, 2001 edition), as adopted by reference in city of Wichita code sec. 28.04.010 by ordinance no. 44-975 and creating section I.l. and section V.l. of the Wichita-Sedgwick County Unified Zoning Code, pertaining to the regulation of wireless communication facilities.

- b. Kellogg, from 1400' east of 151st Street West to 1/2 mile west of Maize. (District V)

An ordinance declaring Kellogg, from 1,400 feet east of 151st St. west to one half mile west of maize (472-84707) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow in the First Floor Board Room

***En Banc Meeting of Wichita City Council
And Sedgwick County Board of County Commissioners
April 15, 2008***

TO: Mayor and City Council and Board of County Commissioners

SUBJECT: Approval of Local Economic Development Incentive Package for Cessna Columbus Project

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the incentive package.

Background: Cessna Aircraft Company has announced its plans to introduce a new aircraft to its family of business jets. The new Columbus jet will be Cessna's largest and most expensive aircraft. It will also be the largest new product program Cessna has ever undertaken, at an estimated total investment of \$800 million and the employment of over 1,000 engineering, production and support workers.

Cessna does not have existing facilities anywhere that can accommodate the assembly of aircraft of the size of the Columbus; so construction of a new plant is required, at an estimated cost of \$200 million for facilities and equipment. Recruitment of Cessna to locate the Columbus plant became a high economic development priority for a large number of states anxious to establish or expand their own aerospace cluster. While Cessna considered proposals from other states, officials from the company worked the City, County and the Greater Wichita Economic Development Coalition (GWEDC) to ensure that this community had the opportunity to compete. Because of the size of this project, the State of Kansas became a key player in this highly competitive economic development recruitment project.

City, County, GWEDC and State officials held several meetings with Cessna officials, starting in November 2007. In February 2008, a formal incentive offer was presented to Cessna. After evaluating its other opportunities, Cessna contacted the state and local partners with information on our competitive standing that resulted in a highly-expedited action by the Kansas Legislature and Governor Sebelius to enact legislation that allows the Kansas Development Finance Authority (KDFA) to issue bonds to supplement the State's incentive offer.

On April 5, 2008, Cessna CEO Jack Pelton announced the company's decision to locate the Columbus assembly plant in Wichita. The local portion of the economic development incentive package is presented herewith for approval by the governing bodies of the City of Wichita and Sedgwick County.

Analysis: Cessna has identified a preferred site for the construction of their new production plant on undeveloped airport property located between their main Wallace Plant campus on Highway K-42 and the Citation Service Center on Hoover Road (see attached aerial photo). Preliminary plans call for the construction of over 800,000 square feet of buildings, 14 acres of airfield pavement and parking lots for employee and visitor parking. Site improvements for the site will require the importation of over 500,000 cubic yards of fill dirt to build up the site elevation.

Cessna estimates it will take five years of product development, design, testing and certification before full production of the Columbus begins. Employment will ramp-up during this time to total employment of 1,010 workers at an average annual salary of \$73,412.

LOCAL INCENTIVE PACKAGE

Consolidated Airport Lease: Cessna currently leases a major portion of the land for its existing plant from the Wichita Airport Authority, under 11 separate lease agreements, each with its own terms and conditions. As part of the local incentive package for the Columbus Project, the Wichita Airport Authority has offered to consolidate all 11 existing leases, plus the Columbus site not covered by existing leases, into one 50-year lease agreement, subject to formal approval by the Authority's governing board. Airport property used for aviation related purposes is exempt from ad valorem taxation. The terms of the consolidated lease, which will result in significant long-term benefits for Cessna, are being finalized by Cessna and the Airport Authority.

Forgivable Loan: The City of Wichita and Sedgwick County have offered to provide Cessna with a cash incentive in the form of a \$10 million forgivable loan, subject to formal approval of the governing bodies. The loan proceeds will be used by Cessna to defray the costs of site preparation, paving and infrastructure for the new Columbus Plant. The loan agreement will have a nine-year term to correspond with the expected ramp-up in employment within the Columbus program. Equal amounts of loan principal will be forgiven each year if employment and payroll for the Columbus program reach the milestones set forth in the agreement. If the specified total employment level has not been achieved by the end of the nine-year term, the remaining loan balance will be due and payable.

State of Kansas Incentives: The Kansas Department of Commerce has offered Cessna a package of incentives that includes a KEOIF forgivable loan, HPIP and Enterprise Zone tax benefits and the KDFA bonds approved by the Kansas Legislature. The State's cash incentives, including the KEOIF loan and the KDFA bonds, come to \$35 million. With the tax incentives added, the total value of the State's incentive package is over \$70 million.

Financial Considerations: The City-County forgivable loan will be administered by the City and funded by the City through the issuance of general obligation bonds. The City and County will enter into an interlocal agreement that provides for the County to make payments to the City to cover bond payments on \$5,000,000 of the \$10,000,000 forgivable loan.

As part of GWEDC's due diligence for this project, the return-on-investment was calculated for the proposed incentive package. The ratios of benefits to costs are well above the minimum 1.3 required by the City-County Economic Development Incentive Policy.

Goal Impact: Economic Vitality and Affordable Living. The use of economic development incentives to ensure the expansion of the region's aerospace manufacturing cluster provides economic security.

Legal Considerations: The final approval of the individual elements of the proposed incentive package will require additional actions by the City Council and Board of County Commissioners. The City Council will need to approve the forgivable loan agreement and bond documents, and acting as the Airport Authority governing board, the consolidated airport lease agreement. The Board of County Commissioners will need to approve the interlocal agreement at the time the City bonds are issued.

Recommendations/Actions: It is recommended that the City Council and the Board of County Commissioners approve the Incentive Package as presented to Cessna Aircraft Company for the location and construction of the Columbus Assembly Facility in Wichita, Kansas, subject to adoption of the necessary documents by the governing bodies, and that the GWEDC and City and County Staffs be directed to return the necessary documents to implement the elements of the Incentive Package to the respective governing bodies for approval..

Attachments: Aerial photo of project site



Cessna Columbus Project

Preferred Site



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



Agenda Item No. 1.

**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
631 W. 47th St. S. (District IV)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action based on testimony received during the review hearing.

Background: The structure on at 631 W. 47th St. South was first before the Board of Code Standards and Appeals (BCSA) on June 4, 2007. Mr. Craig Gable represented this property by letter. Mr. Gable informed the Board that there were issues regarding ownership of the property, and requested the BCSA to defer action on the case for thirty days. The BCSA recommended deferring action on the property for thirty days.

This property was again before the BCSA on July 9, 2007. After further review of the case, the BCSA recommended proceeding with condemnation, demolition and removal of the structure.

On September 11, 2007, the City Council deferred action on this property until October 2, 2007.

On October 2, 2007, the City Council deferred action on this property until November 20, 2007.

On November 20, 2008, Debora Spicer appeared before the City Council to represent the property, indicating the property title is still in litigation. Ms. Spicer stated she was still attempting to obtain the deed to the property from her ex-husband, with the intent of demolishing and removing the structure herself. Final action on the case was deferred by the City Council for 120 days to allow Ms. Spicer time to obtain title, pay delinquent taxes and begin demolition of the structure.

Analysis: Staff made an inspection of the property on March 27, 2008. No further repairs have been made to the structure. The west side utility room door is open. At the time of inspection, the premise conditions were compliant to city code.

As of March 27, 2008, Sedgwick County shows this property in the name of Debora Spicer. The 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$4,749.92. There are no special assessments.

On April 1, 2008, staff spoke with Debora Spicer and Ms. Spicer stated that litigation is in the final stages. Ms. Spicer is waiting to receive funding from the litigation that will allow her to have the property demolished.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The owner/s have been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes are paid within ten days of the hearing, (2) the structure is maintained secure as of April 15, 2008 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of April 15, 2008, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

Attachments: None

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Cadillac Lake Agreement for Design Services for Pearson & New Market Tracts
(south of 29th Street North, along both sides of Maize (District V))

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the Agreement.

Background: On March 20, 2007, the City Council approved a Development Agreement for an area at 29th Street North and Maize Road commonly referred to as Cadillac Lake. One element of the agreement is the construction of a wetland mitigation area and floodwater detention facilities. On November 20, 2007, the City Council approved a petition to construct the drainage improvements. On December 4, 2007, the City Council approved a letter of intent with the Lowe's Company to allow site preparation for their store to begin upon issuance of a 404 permit by the Corp of Engineers.

Analysis: This proposed Agreement (attached) between the City and Poe & Associates, Inc. provides for the design of bond financed improvements for storm water detention and wetland mitigations in the area now platted as Pearson Commercial Addition and approximately 50 acres unplatted tract to the west. Per Administrative Regulation 1.10, staff recommends that Poe be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation. This agreement will allow the design of these improvements to begin upon it's approval. Should a 404 permit for the project not be issued by the Corps, the design work will cease and the consultant paid for work completed to that point.

Financial Considerations: Payment to Poe will be on a lump sum basis of \$445,500 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

POE & ASSOCIATES, INC.

for

PEARSON TRACT & NEW MARKET TRACT

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and POE & ASSOCIATES, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

STORM WATER DRAIN NO. 332 serving Pearson Tract and New Market Tract (along Maize, south of 29th Street North) (Project No. 468 84396).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Pearson and New Market Tracts and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action

Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$25,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84396

\$445,500.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.
- If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

CITY OF WICHITA

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - (a) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents _____.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

SCOPE OF SERVICES

Cadillac Lake Drainage Improvements – Preliminary and Final Design
(As of 1/7/08)

The following scope of services are for the design of the storm water management facilities on the Pearson property and New Market property near 29th and Maize Road pursuant to the adopted petition by the city council. Consulting work that may be related to the future wetlands construction at the northwest sewage treatment plant is excluded.

PRELIMINARY PHASE

Task 1. Permitting - \$45,000

1. Prepare documentation for obtaining necessary permits for project from state and federal agencies.

Task 2. Preliminary Grading Plan Design - \$85,000

1. Prepare alternative preliminary concepts and issues identification for initial public meeting – DAB.
2. Calculate preliminary earthwork quantities
3. Coordinate meeting locations and arrangements with city staff
4. Attend 2 additional public/neighborhood meetings and provide presentation on alternative concepts and issues
5. Provide geo-technical investigation of proposed detention pond locations.
6. Prepare documentation and application for C-LOMR-F for proposed development. Final LOMR certification specifically excluded.

Task 3. Preliminary Hydraulic Analysis - \$65,000

1. Perform hydraulic analysis of Cadillac Lake watershed and develop hydraulic model for final design.
2. Prepare alternative concepts and issues identification relative to lift station design.
3. Document hydraulic analysis of preliminary grading plan for flood routing against previously established model.
4. Provide conceptual design of lift station structure.

Task 4. Preliminary Environmental Design - \$15,000

1. Identify preliminary plantings list and submit to regulatory agencies for approval.
2. Prepare preliminary landscape plans consisting of planting and seeding plans and specifications and planting list.
3. Review grading plans to make sure they are consistent with the Corps of Engineers wetland mitigation guidelines.
4. Provide preliminary design details for the creation of ponding areas.

FINAL PHASE

Task 5. Final Grading Plan Design - \$25,000

1. Prepare 90 percent plans for public meeting
2. Calculate final earthwork quantities based upon 90 percent plans.
3. Coordinate meeting location and arrangements with city staff
4. Attend public meeting and provide presentation on 90 percent plan.
5. Complete final plans (bid ready) based upon final comments from public meeting and city staff.
6. Final DWR permits based upon completed design.
7. As-built survey of interim grading plan to determine interim grading quantities.

Task 6. Final Lift Station Design - \$75,000

1. Prepare final lift station design including all components and appurtenances.
2. Public meeting (1) with neighborhood and city staff to finalize architectural elements.
3. Design of lift station to be predicated upon the following components: SCADA system, duplex pump system (final decision to be determined), switch gear for standby emergency generator hook-up (non-permanent), wet-well.
4. Document hydraulic analysis of final grading plan for flood routing against previously established model.

Task 7. Cadillac Lake Basin LOMR - \$125,500

1. Prepare documentation and application for LOMR for Cadillac Lake basin located north of 21st Street North. FEMA review fees not included. Survey of the basin to be provided by City of Wichita. Downstream impacts/analysis south of 21st Street North not included. Further refinement of scope for this task is necessary prior to commencement of work.
2. Provide documentation in ESRI GIS format. Final fee may be subject to change based city's criteria at time work product is required. City to furnish Geodatabase fields and format.
3. Provide Lowest Adjacent Grade and Lowest Opening Elevation survey for structures identified by the city to be in or near a flood hazard area. Price per structure is \$500. Reductions in unit price will be negotiated based upon final quantity, location, and other criteria that may affect unit price. Fee assumes 20 structures to be surveyed at \$500 per structure for a total budget of \$20,000.

Task 8. Final Environmental Design - \$10,000

1. Finalize plantings list based upon regulatory agency approval.
2. Finalize landscape plans consisting of planting and seeding plans and specifications and planting list.
3. Review grading plans to make sure they are consistent with the Corps of Engineers wetland mitigation guidelines.
4. Finalize design details for the creation of ponding areas.

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council

SUBJECT: Request for Letter of Intent for Industrial Revenue Bonds (RAW Investments, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close public hearing and approve Letter of Intent to issue Industrial Revenue Bonds.

Background: Since 1991, the City Council has approved Letters of Intent for Industrial Revenue Bonds for approximately \$2 billion to finance expansion and modernization of Cessna Aircraft Company facilities in Wichita. Since 1991, over \$1 billion in IRBs have been issued to Cessna. Cessna in conjunction with RAW Investments, Inc. has proposed a new project which will be developed by and leased to RAW Investments, Inc. with a sublease to Cessna for operations.

RAW Investments, Inc. is requesting the issuance of a one-year letter of intent for Industrial Revenue Bonds (“IRBs”) in an amount not to exceed \$2,500,000. RAW Investments, Inc. is also requesting the City Council’s approval of a five-year tax exemption on the IRB-financed building and a second five-year exemption subject to City Council approval.

Analysis: Bond proceeds will be used to finance the costs of constructing, and equipping a 75,000 sf facility located at 1950 S. Hoover Road. The warehouse will be leased to RAW Investments, Inc. and subleased for a ten-year term to Cessna Aircraft Company, the ultimate beneficiary of the project. Approximately 60,000 sf will be used for warehousing and distribution of parts to the manufacturing operation as part of the just-in-time manufacturing process. The remaining 15,000 sf will be office space used for support, marketing and sales functions. The consolidation of existing warehouse space into the new facility will allow Cessna to expand their manufacturing operations. Cessna plans to add 20 new positions with an average annual wage of \$77,800 as a result of the proposed project. They will transfer approximately 30 existing positions to the new facility.

RAW Investments, Inc. is a real estate investment and development company located at 2008 W. Harry Court. RAW Investments, Inc. is serving as applicant, developer and primary lessee, however, the project will directly benefit Cessna and provide opportunity for job creation and further expansion of Cessna’s presence in Wichita.

The City’s contract bond counsel firm, Kutak Rock LLP, will serve as bond counsel in the transaction. RAW Investments, Inc. agrees to comply with the City’s Standard Letter of Intent Conditions. RAW Investments will be purchasing and holding the bonds.

Financial Considerations: RAW Investments, Inc. agrees to pay all costs of the City relative to the issuance of the bonds. RAW also agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds.

Under the City's Economic Development Incentive Policy, the Company qualifies for a 96% five-plus-five-year tax exemption on real property constructed with bond proceeds. Staff recommends a property tax abatement of 100%. Based on the 2007 mill levy, the estimated tax value of exempted property for the first full year is approximately \$73,781.

The value of a 100% real property exemption applicable to taxing jurisdictions is:

City	\$ 19,987	State	\$ 938
County	\$ 19,583	USD 259	\$ 33,274

The project will qualify for a sales tax exemption on bond-financed purchases. The estimated amount of exempted sales taxes is \$66,250 in state sales tax and \$12,500 in county sales tax; total value of the sales tax exemption is \$78,750.

The cost/benefit analysis report from the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	2.29 to one
Sedgwick County	1.68 to one
USD 259	1.20 to one
State of Kansas	8.31 to one

Goal Impact: Economic Vitality and Affordable Living. Providing low-cost financing and granting an ad valorem property tax exemption and sales tax exemption will encourage the creation of new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The City Attorney's Office will review and approve as to form bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that City Council: 1) close the public hearing and approve a Letter of Intent for a term of one year expiring April 15, 2009 to RAW Investments, Inc. to issue Industrial Revenue Bonds in an amount not-to-exceed \$2,500,000, subject to the Letter of Intent conditions; 2) approve a 100% tax abatement to benefit Cessna Aircraft Company on all bond-financed property for an initial five-year period plus an additional five years pending City Council review and approval; and 3) authorize staff to apply for sales tax exemption on bond-financed property.

Attachments: Letter of Intent Application

RECEIVED

MAR 05 2008

ECONOMIC
DEVELOPMENT

February 29, 2008

Mayor and Members of the City Council
City of Wichita
City Hall - 455 N. Main
Wichita, Kansas 67202

Re: Proposed City of Wichita, Kansas
Taxable Industrial Revenue Bonds
(RAW Investments, Inc.)

Dear Mayor Brewer and Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, of a Letter of Intent to issue its Industrial Revenue Bonds, in one or more series, in an amount not to exceed \$2,500,000. The proceeds of the proposed Bonds will be used to finance the costs of acquiring, constructing and equipping a warehouse (the "Project"), which will be leased to RAW Investments, Inc. ("Applicant") and subleased for a 10-year term to Cessna Aircraft Company ("Company"), the ultimate beneficiary of the Project.

1. Name and Address of Applicant

RAW Investments, Inc.
c/o Allen Williams
2008 W. Harry Ct.
Wichita, Kansas 67213

2. A General Description of the Nature of the Business of the Proposed Beneficiary.

RAW Investments, Inc. is a real estate investment and development company. Cessna Aircraft Company is a general aviation aircraft manufacturing company headquartered in Wichita, Kansas.

3. Name and Address of Company

Cessna Aircraft Company
5800 East Pawnee
Wichita, Kansas 67218

4. Key Officers and Employees of Proposed Beneficiary.

Applicant:
RAW Investments, Inc.
Richard Allen Williams, President

Company:

Cessna Aircraft Company

T.W. Wakefield, Vice President, General Counsel and Corporate Secretary

5. A General Description of the Proposed Project and its Specific Location.

The Project is construction of a 75,000 square foot warehouse facility. The Project will be located at 1950 South Hoover Road. Attached hereto is a site plan and elevation of the proposed facility.

6. The Dollar Amount of the Bond Requested.

The total principal amount of the Bonds requested is not to exceed \$2,500,000.

7. A Detailed Breakdown of the Estimated Costs.

The bonds will finance only the cost of construction of the Project, which is estimated at not to exceed \$2,500,000.

8. Name and Address of Proposed Counsel to be Utilized In Connection with the Issuance of the Bonds.

Bond Counsel

Kutak Rock, LLP
Suite 500
1010 Grand Boulevard
Kansas City, MO 64106-2220
Telephone: (816) 960-0090
Attention: Dorothea K. (Dotty) Riley

Applicant's Counsel

Hinkle Elkouri Law Firm L.L.C.
301 No. Main Street
2000 Epic Center
Wichita, Kansas 67202
Telephone: (316) 267-2000
Attention: Winton M. Hinkle

Company's Counsel

Cessna Aircraft Company
5800 East Pawnee
Wichita, Kansas 67218
Telephone: (316) 838-4203
Attention: T.W. Wakefield, Esq.

9. A Statement Relative to Ad Valorem Taxes.

The applicant respectfully requests that the property purchased and constructed with the proceeds of the Bonds be exempted from Kansas ad valorem property taxes for a ten (10) year period permitted by Kansas law. The tax abatement will permit the Applicant to proceed with the anticipated Project, allow for its anticipated growth and result in the public benefits otherwise outlined herein.

10. Administrative Service Fee Agreement.

The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of \$2,500 per year commencing one year after the delivery of the bonds. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds.

11. Brief Statement With Respect to Benefits.

Cessna estimates that it will hire 20 new employees in connection with this project during the period covered by the letter of intent. This estimate is not a guarantee, and is dependent on factors not within Cessna's control, including general economic conditions.

12. Brief Statement Relative to the Effect of the Proposed Expansion on the Ambient Air Quality of the City of Wichita and Sedgwick County.

The proposed Project will have no effect on the ambient air quality of the City of Wichita and Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant and the Company will agree to comply with the City's policies and requirements relating to environmental matter.

13. A Brief Statement With Respect to Equal Employment Opportunity.

The Applicant and the Company will comply with all policies of the City of Wichita with respect to equal employment opportunity.

14. Arrangements for Sale of the Bonds.

It is anticipated that the Applicant will purchase the Bonds.

15. Financial Information.

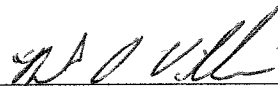
Cessna is a wholly owned subsidiary of Textron, Inc. The audited financial statements of Textron for 2006 are attached.

To permit the Applicant to finalize the financing for the expansion, it is requested at this time that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City whereby the City indicates its intent to issue not to exceed \$2,500,000 of its Industrial Revenue Bonds for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of one year so that the Bonds may be issued simultaneously with the completion of the acquisition and construction of the Project.

Applicant is aware that such Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Ordinance, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

Respectfully submitted,

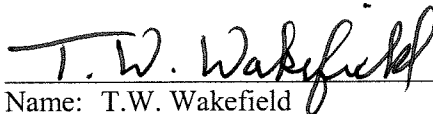
RAW INVESTMENTS, INC.



Name: Allen Williams

Title: President

CESSNA AIRCRAFT COMPANY



Name: T.W. Wakefield

Title: Vice President, General Counsel
and Corporate Secretary

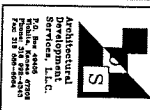
SITE PLAN, ELEVATION AND
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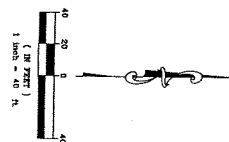
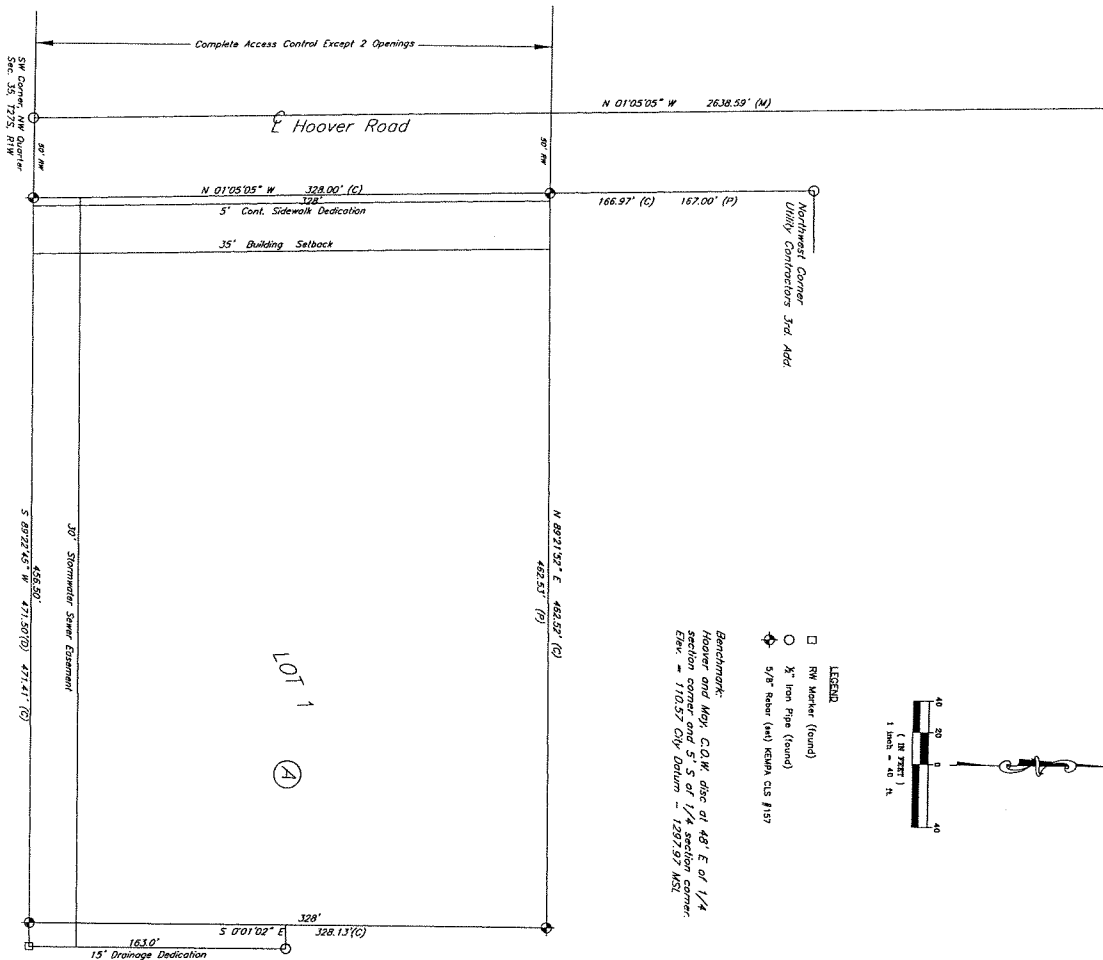
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99. 10' SIDEWALK
100. 10' SIDEWALK

PLANTING SCHEDULE

1950 South Hoover Road
Wichita, Kansas



NW Corner
Sec. 35, T23S, R1W
HARRY STREET



- LEGEND
- NW Marker (found)
 - 3" Iron Pipe (found)
 - ◆ 5/8" Rebar (w/ NEMA CLS #13)

Benchmark:
Hoover and May C.O.W. disc at 48' E of 1/4
section corner and 5' S of 1/4 section corner.
Elev. = 110.57 City Datum = 1297.97 MSL

Wichita-Valley Center Flood Control Project

ALLEN WILLIAMS ADDITION WICHITA, SEDGWICK COUNTY, KANSAS Part of the NW 1/4, Section 35, Township 27 South, Range 1 West of the 6th. P.M.

State of Kansas } ss
County of Sedgwick }

I, Bradley C. Word, a licensed land surveyor of the State of Kansas, do hereby certify that the foregoing described tract of land was surveyed on the 27th day of August, 2007, and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Lot 1, Block A, Utility Contractors 4th Addition, Wichita, Kansas, and the Northwest Corner of the Northwest Quarter of Section 35, Township 27S, Range 1W, South 163.0 feet to the West, West 524.47 feet, thence, South 163.0 feet to the beginning, EXCEPT the West 50.0 feet for right-of-way.

All being situated in the NW 1/4 of Sec. 35, Twp. 27 S., R. 1 W. of the 6th P.M., Sedgwick County, Kansas.

Parcel contains 3.57 acres ±.

All easements and rights-of-way within said lots are hereby recited by virtue of KSM 12-512(b) amended.

Bradley C. Word, L.S. #920 Date

State of Kansas } ss
County of Sedgwick }

I, know all men by these presents that we, the undersigned, have caused the land described in the foregoing plat to be platted into a Lot and Block to be known as Allen Williams Addition, Sedgwick County, Kansas. Any easements are hereby shown as indicated for constructing, maintaining, opening, and repairing public utility lines, and any easements developed for the plat and all drainage easements shall remain or as modified with the approval of the applicable City or County of Sedgwick County, Kansas, and the plat is subject to any applicable restrictions, reservations and covenants now on the record, filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

Access Control is hereby granted as follows:
1. There shall be a maximum of 2 openings on Hoover Road.

By: Richard Allen Williams, owner
RAW Investments Inc. Date

State of Kansas } ss
County of Sedgwick }

This instrument was acknowledged before me on this ____ day of _____, 2007, by _____

Notary Public
My Commission Expires: _____

State of Kansas } ss
City of Wichita }

This plat of Allen Williams Addition, Wichita, Sedgwick County, Kansas, has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas. Dated this ____ day of _____, 2007.

Area Planning Commission.

M.S. Mitchell, Chair
John L. Schlegel, Secretary

State of Kansas } ss
City of Wichita }

This plat approved and all dedications shown herein accepted by the City Council of the City of Wichita, Kansas, this ____ day of _____, 2007.

At the Direction of the City Council
Carl Brewer, Mayor
Karen Sublett, City Clerk

Entered on transfer record this ____ day of _____, 2007.

Donald Brace, County Clerk

State of Kansas } ss
County of Sedgwick }

This is to certify that this plat has been filed for record in the Office of the Register of Deeds of Sedgwick County, Kansas, on this ____ day of _____, 2007, at ____ o'clock ____ A.M. and is duly recorded.

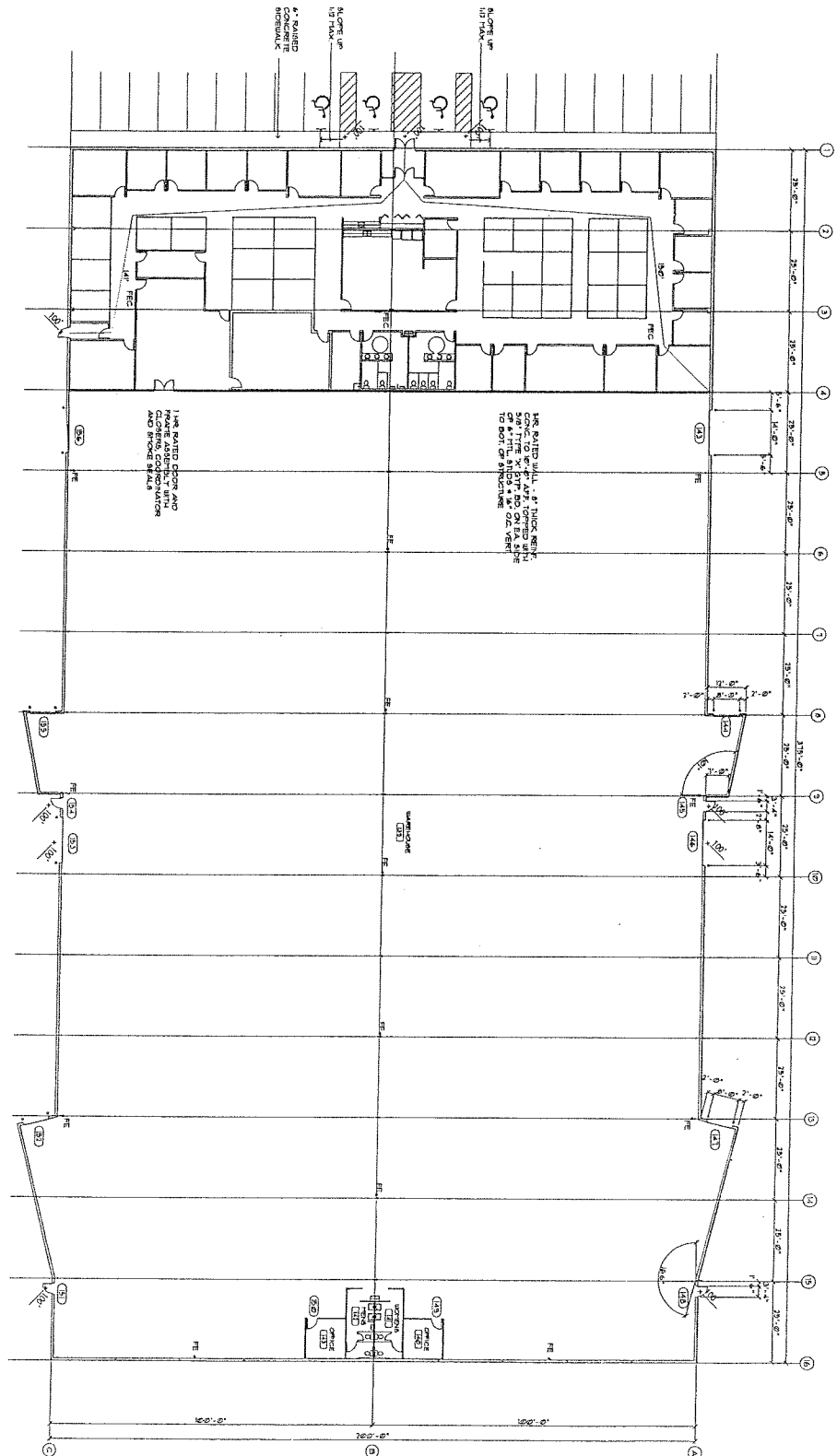
Bill Meek, Register of Deeds

Tony Buchanan, Deputy

Reviewed in accordance with K.S.A. 58-2005 on this ____ day of _____, 2007.

Tricia L. Roelke, L.S. #1246
Deputy County Surveyor
Sedgwick County, Kansas





A OVERALL FLOOR/CODE PLAN



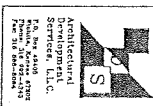
CODE ANALYSIS

TYPE OF CONSTRUCTION	1990 INTERNATIONAL BUILDING CODE
TYPE I, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
TYPE I, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	

PLUMBING FIXTURE REQUIREMENT PER TABLE 2601	1990 INTERNATIONAL BUILDING CODE
TYPE I, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
TYPE I, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	

New Office and Warehouse Building for RAW Investments

1950 South Hoover Road
Wichita, Kansas



City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council

SUBJECT: Kansas World Trade Center 2008 - 2009 Economic Development Services Agreement

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the contract.

Background: The City of Wichita has contracted for economic development services from the Kansas World Trade Center (“KWTC”) in annual amounts of \$50,000, starting in 1998 and continuing through 2007. Prior to 1998, KWTC received annual appropriations from the State of Kansas. From 1999 through 2002, Sedgwick County provided annual funding in the amount of \$50,000. In 2003, KWTC moved its offices from the Wichita Area Chamber of Commerce to the first floor of City Hall and received limited in-kind logistical support in addition to the annual contract amount. In 2005, KWTC moved to its present leased office space at 111 S. Market in downtown Wichita. In 2006, the City Council approved a two-year contract for KWTC to continue funding.

Analysis: The mission of the KWTC is to promote and facilitate international trade through education, communication and research. KWTC provides specialized assistance and research to companies wishing to expand their access to the global marketplace, or to enter it for the first time. In addition to providing consulting and targeted services and targeted research for companies that are actively seeking international trade opportunities, the KWTC also conducts promotional campaigns, language classes, seminars, trade missions and presentations aimed at creating awareness of such opportunities.

The Kansas World Trade Center provides many valuable services for the City of Wichita, including assisting with Sister Cities programs, co-sponsoring the International Trade Processing Center feasibility study, organizing and hosting visiting foreign trade delegations and assisting the CVB, GWEDC and Chamber of Commerce with various international trade issues.

Under the proposed contract for services with the City, KWTC will provide economic development services to increase international trade activity, for the period starting January 1, 2008 and ending December 31, 2009. The contract will be retroactive to include activities from January 1, 2008.

Financial Considerations: Payment for the contractual services will not exceed \$50,000 per year for calendar years 2008 and 2009. Funds for this purpose are allocated and will be paid from the Economic Development Fund.

Legal Considerations: The Economic Development Services Agreement has been approved as to form by the City Attorney’s Office.

Goal Impact: Economic Vitality and Affordable Living. Promotion of international trade is a vital ingredient in a package of economic development services available to the community's business sector in order to ensure a vibrant and diverse economy.

Recommendations/Actions: It is recommended that the City Council approve the proposed 2008-2009 Economic Development Services Agreement for the Kansas World Trade Center with effective date of January 1, 2008 and authorize necessary signatures.

Attachments: Economic Development Services Agreement

ECONOMIC DEVELOPMENT SERVICES AGREEMENT
between the
CITY OF WICHITA
and the
KANSAS WORLD TRADE CENTER

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between the City of Wichita (hereinafter referred to as the “City”) and the Kansas World Trade Center (hereinafter referred to as “KWTC”);

WHEREAS, the growth of local businesses and an educated workforce are critical to the City’s economic future;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1. ACCOUNTABILITIES AND INCORPORATION BY REFERENCE

The KWTC agrees to carry out, under the direction of its President, programs in business expansion and workforce development designed to meet the objectives in Exhibits “B” and “C”.

SECTION 2. TIME OF PERFORMANCE

The services of KWTC will commence January 1, 2008 and will continue under this agreement until completion, or no later than December 31, 2009.

SECTION 3. REPORTS

The KWTC shall provide four (4) copies of the reports specified in Exhibit “C” to the City through regular KWTC Board of Directors meetings.

SECTION 4. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

KWTC agrees to comply with the provisions set forth in Exhibit “A” during its performance under this agreement.

SECTION 5. BUDGET

Professional Services:

January 1, 2008 to December 31, 2008	\$50,000.00
January 1, 2009 to December 31, 2009	\$50,000.00
Total Budget	\$100,000.00

SECTION 6. COMPENSATIONS AND PAYMENTS

The total amount of compensation to be paid to KWTC under this agreement shall not exceed \$100,000. Payments under the 2008-2009 budget will be made in quarterly installments. Each installment shall be in the amount of \$12,500.00. In the event the expenditures for the specified objectives are less than the budget, the City’s share of the under-spending shall be promptly returned to the City.

SECTION 7. APPENDICES

All exhibits referenced in this agreement are hereby incorporated as though fully set forth herein.

EXHIBIT "A" City of Wichita Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts and Agreements

EXHIBIT "B" 2008 Work Plan

EXHIBIT "C" Kansas World Trade Center Business Accountabilities

SECTION 8. INDEPENDENT CONTRACTOR

KWTC and City agree that KWTC renders professional services under this agreement as an independent contractor and not as an officer, agent or employee of City.

SECTION 9. INTEREST OF PUBLIC OFFICIALS AND OTHERS

No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decisions relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested, nor shall any officer or employee of City, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.

SECTION 10. ASSIGNMENT

The rights and obligations of KWTC hereunder shall not be assigned to any other entity without the prior written approval of the City.

SECTION 11. CONSTRUCTION

This agreement shall be construed in accordance with the laws of the State of Kansas.

SECTION 12. AUTHORITY

Each person executing this Agreement represents and warrants that he or she is duly authorized to do so on behalf of an entity that is a party hereto.

SECTION 13. PROVISION RELATING TO THE BUDGET LAW AND CASH BASIS LAW

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935) and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

SECTION 14. TERMINATION OF CONTRACT

A. Termination for Cause. If KWTC shall fail to fulfill in a timely and proper manner its obligations under this contract, or if KWTC shall violate any of the terms or conditions of this contract, City shall thereupon have the right to terminate this contract by promptly giving written notice to KWTC of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and its exhibits. The City shall not be obligated to compensate KWTC for services rendered after the date of giving of written notice of termination for cause.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reason(s) for the termination and the effective date of the termination.

SECTION 15. REPORTS AND INFORMATION

Each calendar quarter during the term of this contract, KWTC shall furnish to the City, in such form as city may require, such statements, records, reports, data and information as the City requests pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by KWTC under this contract are confidential. KWTC will comply with the provision of state and federal regulations in regard to confidentiality of eligible participant records.

SECTION 16. INDEMNIFICATION AGREEMENT

KWTC hereby expressly agrees and covenants that it will hold and save harmless and indemnify the City, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of KWTC or of any employee or agent of KWTC or any of them.

SECTION 17. NOTIFICATION

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below:

City:	Ed Flentje Interim City Manager City of Wichita 455 N. Main Wichita, KS 67202
KWTC:	Karyn Page President/CEO Kansas World Trade Center 111 S. Market Wichita, KS 67202

SECTION 18. AMENDMENTS

To provide necessary flexibility for the most effective execution of this contract, whenever both City and KWTC mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract when approved by the City Council and Board of KWTC.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

KANSAS WORLD TRADE CENTER

Karyn Page, President/CEO

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

Exhibit "A"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit “B”

Kansas World Trade Center Work Plan for 2008

- Goal #1 Increase and improve educational and trade services
- Ø Maintain website as an educational resource
 - Ø Maintain & Improve Educational & Trade Resources
 - Ø Enhance Statewide Professional International Education Program
 - Ø Provide Trade Assistance to Wichita residents
 - Ø Pursue Increase in Trade Missions
- Goal #2 Develop and maintain membership base
- Ø Maintain program to retain & increase membership
 - Ø Maintain plan for continual database update
- Goal #3 Implement member activities
- Ø Support International networking opportunities (WMCC, World Trade Council, WTCA & KWTC annual conference, annual meeting and open house)
 - Ø Host WTCA Day program
 - Ø Administer Annual Meeting
 - Ø Host Annual Open House
- Goal #4 Pursue grants / appropriations
- Ø City, County & State
 - Ø Federal
 - Ø Utilize software/resources to identify possible grants
 - Ø Utilize other grant sources i.e.. US DOC, U.N., WTO, Local & International Agencies
- Goal #5 Maintain and strengthen relationships
- Ø Continue regular contact with Federal, State, County and City officials
 - Ø Continue involvement with peer organizations
 - Ø Increase partnering opportunities with government and peer organizations
 - Ø Continue involvement with media
- Goal #6 Increase awareness and credibility of KWTC
- Ø Continue marketing to acknowledge accomplishments and programs
 - Ø Staff involvement in community organizations and programs
 - Ø Pursue WTCA Certification
 - Ø Maintain & Update Website
 - Ø Continuing staff development

Exhibit “C”

Kansas World Trade Center Business Accountabilities

The Kansas World Trade Center (hereinafter “KWTC”), as a condition of its agreement with the City of Wichita (hereinafter “City”) will provide service aimed at increasing international trade in the Wichita area.

SERVICES TO BE PROVIDED

1. Consulting and research services for businesses striving to increase international activity, including:
 - ✓ Evaluation of international market opportunities for company’s product
 - ✓ Analysis of competition in target international markets
 - ✓ Search for distributors or agents
 - ✓ Transportation and logistical assistance
 - ✓ Cost management
 - ✓ Information on partnering and joint ventures
 - ✓ Education on international resources
 - ✓ Tariff and non-tariff barriers and cultural issues
 - ✓ International product and/or company/contact sourcing
2. Hosting foreign government delegations
3. Trade Seminars and Conferences
4. Assist the City in its activities relating to the Sister Cities programs.

OUTCOME GOALS

Increased international activity among client businesses as a result of the services of the KWTC.

Projected Outcomes:

1. Impact on international sales: Contribution to international sales value by KWTC clients during the calendar year as reported to KWTC by Kansas companies. A third party auditor may confirm the claims of impact by KWTC clients based upon documentation provided by the clients to KWTC.
2. Contract Consulting: Consulting or group projects for Wichita and Kansas companies. The pricing of individual consulting packages is dependent upon several factors, including time and length of project, complexity of project, and frequency of use of services by the customer.
3. Support opportunity to grow trade/cultural relationships with the City of Wichita’s designated Sister Cities.
4. Reporting Measures: The City will receive quarterly reports from KWTC.

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council

SUBJECT: Renaming of Riverview School Site (District VI)

INITIATED BY: Park and Recreation Department

AGENDA: New Business

Recommendation: Rename the Park.

Background: City Council Policy 13 delineates the requirements for naming public facilities "... in accordance with their intended use ...". The policy calls for a seven-member committee consisting of residents appointed by the Mayor and City Council to formulate the recommendation prior to City Council consideration. On March 4, 2003, the City Council approved the official naming committee to be the Board of Park Commissioners.

Analysis: The Riverview School site, located at 5315 Sullivan Street, was acquired by the City Council on September 12, 2006 from USD 259. The east parcel of the property features a baseball diamond and the west side borders the Little Arkansas River. Approximately 4.75 acres of the land is readily available for open space and wooded riverbank. The Riverview Neighborhood Association made the request of the Board to name the area Riverview Park.

On March 10, 2008 the Board of Park Commissioners approved the renaming of the Riverview School site to become Riverview Park.

Financial Considerations: Cost to the Park and Recreation Department will be limited to labor for installation of a new sign and can be absorbed in the current operating budget.

Goal Impact: Renaming the Park will provide a vibrant neighborhood by giving a better sense of place in the core area.

Legal Considerations: The Board of Park Commissioners action as naming authority for park and recreation areas is consistent with the provisions of City Council Policy 13.

Recommendations/Actions: It is recommended that the City Council approve the renaming of the Riverview School site to become Riverview Park.

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council

SUBJECT: Creation of Chapter 18.14 of the Code of the City of Wichita, relating to parking lot striping standards and enforcement

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: In November, 2005, the City of Wichita entered into a settlement agreement to resolve alleged ADA violations at specific City facilities. In that settlement agreement, the City voluntarily embarked upon a large-scale review and modification of all City facilities and programs to ensure ADA compliance. One of the provisions in the settlement agreement required the City to promote private adherence to state laws and city ordinances requiring accessible parking in parking lots open to the public.

Analysis: The proposed ordinance establishes an enforcement system for persons and businesses catering to the public that modify the construction or layout of parking spaces they make available to the public. The design standards already found in existing ordinances would apply only to new construction, or to changes made to existing facilities. Simple maintenance would not trigger enforcement action. If the ordinance design standards are violated, the persons responsible could be prosecuted in municipal court, or alternatively, could repair or reconstruct the facilities to solve the problem, have a confirming inspection, and pass an examination tied to proper ADA standards for parking configuration. This would not set up an inspection of every site, but would be complaint driven enforcement through the office of the ADA Coordinator. Law Department staff has already prepared an illustrated, self-study manual for remedial learning as needed, and multiple forms of the test to be administered.

Financial Considerations: The financial effect of this ordinance would be negligible. The intended purpose is to obtain compliance and appropriate construction; and remediation and education would be favored over prosecution. This enforcement scheme is seen as preferable to licensing and civil enforcement by the Board of Code Standards, to whom a licensing proposal was presented.

Legal Considerations: The Department of Law has proposed this code revision, and drafted the implementing ordinance. The Office of Central Inspection has reviewed and approved the same. The proposed new chapter would work in conjunction with existing enforcement programs. The proposal has the support of the Wichita-Sedgwick County Access Advisory Board.

Goal Impact: The proposed ordinance would have a positive impact upon both the safe and secure and the quality of life goals. It enhances effective enforcement of parking regulations, and helps make available more accessible parking spaces for those who need them.

Recommendations/Actions:

It is recommended that the Council approve creation of new chapter 18.14 of the City Code and place the ordinance on for first reading.

Attachment: Proposed Ordinance

Published in the Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE CREATING CHAPTER 18.14 OF THE CODE OF
THE CITY OF WICHITA, KANSAS, PERTAINING TO PARKING
LOT STRIPING STANDARDS AND ENFORCEMENT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. Chapter 18.14 of the Code of the City of Wichita, Kansas, shall read as
follows:

CHAPTER 18.14. PARKING LOT STRIPING STANDARDS AND ENFORCEMENT.

Section 18.14.010 Parking Lot Striping Defined. Parking lot striping, within the
meaning of this section, is the use of any material on the lot surface to install, alter, repair or
modify the layout and arrangement of parking stalls within a parking lot. Parking lot striping
also includes any work done that alters signage or other aspect of existing accessible parking to
be in violation of statute, ordinance or code requirement. The regulations of this Chapter apply to
any parking lot, whether on public or private property, if the parking lot is available for use by,
or rent to, the general public.

Section 18.14.020 Responsibilities. The general contractor for property under permitted
new construction, and the owner of all other property, including existing structures, shall be
responsible for all parking lot striping work done on the property, whether or not such work is
done directly by him or by a subcontractor or agent, and shall be responsible for any violations of
this code created by such work. All parking lot striping work done on or after July 1, 2008 that
simply refurbishes existing work, without any modification of existing parking surface or

parking space format, which format was in compliance with ADAAG standards when originally installed, may be maintained in that configuration. For any new construction, or any existing parking lot that is not in current compliance with ADAAG specifications, the parking lot striping work must be designed and installed in conformance with the “Universal Parking Design” standards of Appendix Section A4.6.3 of the Americans with Disabilities Act Accessibility Guidelines, as amended, and any additional requirements created in City Code.

Section 18.14.030 Remediation and civil enforcement. Any responsible person may file a complaint of new work not conforming to ADAAG standards or the provisions of 18.05.825 as appropriate, with the City’s ADA Coordinator. The ADA Coordinator shall investigate the complaint, and may present the complaint against any responsible party investigated to the Superintendent of Central Inspection. Upon receipt of a complaint from the ADA Coordinator, the Superintendent of Central Inspection shall issue the responsible person a notice to appear pursuant to 18.14.040. Alternatively, the ADA Coordinator may, in his or her discretion, enter into a remediation agreement with the responsible person that will cure the defects noted at the expense of the responsible party, make arrangements for an inspection to assure compliance at the expense of the responsible party, and will further require the responsible party to complete an educational program, all as administered by the ADA Coordinator or his or her agent. Should the responsible party fail to adhere to the remediation agreement, the violation may be turned over for notice of violation under 18.14.040 and prosecution under 18.32.010, without regard to any remediation action previously taken.

Section 18.14.040 Service of notice of violations upon persons responsible therefore; when notice to become an order. Whenever the Superintendent of Central Inspection determines that there has been a violation of any provision of this Chapter, he shall give notice to

appear before the municipal court to the person or persons responsible therefore as hereinafter provided. Such notice shall:

- a) Be in writing;
- b) Particularize the violations alleged to exist or to have been committed;
- c) Provide a reasonable time for the correction of the violation particularized;
- d) Be addressed to and served upon the owner, the operator, the occupant of the building or the responsible general contractor, or to any or all such persons having responsibility for the property; provided that such notice shall be deemed to be properly served on a person designated if a copy thereof is served upon him personally or if a copy thereof is sent by certified mail to his last known address. A general contractor may be served at the address provided on the most recent license application. Such a violation notice shall be prosecuted as a misdemeanor pursuant to 18.32.010.

SECTION 2. Upon adoption and publication in the official city newspaper, this Ordinance shall be effective July 1, 2008.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law
and City Attorney

**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council

SUBJECT: An Ordinance Amending Section 5.68.215 of the Code of the City of Wichita, Kansas, Pertaining to Anti-Prostitution Emphasis Area Enhanced Penalties

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve the first reading of the ordinance.

Background: Section 5.68.215 of the code of the City of Wichita, establishes anti-prostitution areas. If a person is convicted of the crime of Prostitution or a Prostitution related act, the Court is mandated to sentence more stringently, which includes mandatory incarceration penalties. The anti-prostitution emphasis area is intended to deter prostitution and related crime from business districts and neighborhoods that are continuously impacted by this type of criminal activity. The amendments to Section 5.68.215, more accurately reflect the areas now impacted disproportionately by such criminal activity, causing criminal conduct to become rooted in neighborhoods and business districts impacting both safety and quality of life for those living in the affected areas.

Analysis: The amendments to City of Wichita Ordinance Section 5.68.215 should be amended to more accurately reflect the neighborhoods and business areas disproportionately impacted by the crime of prostitution.

Financial Considerations: None

Goal Impact: Provide a Safe and Secure Community. This ordinance will allow the Police Department and Law department to charge and prosecute violations of Prostitution and related crimes in emphasis areas.

Legal Considerations: The City of Wichita Law department drafted the ordinance and approved it as to form.

Recommendations/Actions: Place the ordinance on first reading.

Attachments: Ordinance

(First Published in The Wichita Eagle on _____)

April 15, 2008

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 5.68.215 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ANTI-PROSTITUTION EMPHASIS AREA ENHANCED PENALTIES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF

WICHITA, KANSAS:

Section 1. 5.68.215 of the Code of the City of Wichita, Kansas, shall read as follows:

(a) The following described area of the city is designated to be an anti-prostitution emphasis area:

(1) An area bounded to the north at 21st Street, on the east by Washington, on the south by 2nd Street, and on the west by Main Street, which becomes Park Place, which encompasses all areas within those parameters, including the property on both sides of each of the boundary streets.

(2) An area bounded to the north at Waterman, on the east by Washington, on the south by 47th Street South, and to the west by Wichita, which encompasses all areas within those parameters, including the property on both sides of each of the boundary streets.

(3) An area bounded to the north by 13th Street, on the east by Hillside, on the south by 2nd Street, and on the west by Cleveland, which encompasses all areas within those parameters, and including the property on both sides of each of the boundary streets.

(b) Any person who commits an unlawful act of prostitution, or a prostitution-related act within the area set forth in subsection (a) is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than two thousand five hundred dollars or one year's

imprisonment, or by both such fine and imprisonment. Upon a first conviction of a violation of this section, the court shall impose a fine not less than two hundred dollars nor more than five hundred dollars, and a mandatory jail sentence of not less than five consecutive days nor more than six months' imprisonment. Upon a second conviction of a violation of this section, the court shall impose a fine of not less than five hundred dollars nor more than one thousand dollars and a mandatory jail sentence of not less than thirty consecutive days nor more than one year's imprisonment. Upon a third or a subsequent conviction of a violation of this section, the court shall impose a fine of not less than one thousand dollars nor more than two thousand five hundred dollars and a mandatory jail sentence of not less than ninety consecutive days nor more than one year's imprisonment. No person shall be eligible for probation or parole until serving the entire minimum sentence.

- (c) For the purposes of this section, an unlawful act of prostitution or a prostitution-related act shall include the following sections of this code, and any amendments thereto: 5.68.010 (prostitution), 5.68.020 (patronizing a prostitute), 5.68.030 (promoting prostitution), 5.68.110 (soliciting for immoral purposes), 5.68.170 (sodomy for hire), 5.68.180 (patronizing a person offering sodomy for hire), 5.68.190 (promoting sodomy for hire), 5.68.200 (sodomy), or 5.68.210 (loitering for the purpose of solicitation).
- (d) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section, it is irrelevant whether an offense occurred before or after conviction for a previous offense.
- (e) The imposition of the fines established in subsection (b) herein shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof except that defendants who are in violation of this section due to their commission of an act in

violation of Sections 5.68.101 (prostitution), 5.68.110 (solicitation for immoral purposes) or 5.68.170 (sodomy for hire) shall be eligible to have such fines suspended by their agreement to enter and successfully complete a court-ordered program of treatment and supervision.

The court may also order that any defendant perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) of this code and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed herein.

- (f) If any subsection, clause or provision of this section is for any reason held illegal, invalid or unconstitutional, such action shall not affect the remaining provisions of this section which shall remain valid to the extent possible.

Section 2. The original Section of 5.68.215 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
Director of Law and City Attorney

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council

SUBJECT: Automated Meter Reading Program

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Approve the capital expenditure for automated meter reading (AMR) units.

Background: On June 18, 2004, City Council approved the first phase of the automated meter reading units. Since that time, 38,000 old units have been replaced with AMR units and 5,000 AMR units have been installed in new construction projects.

The program has achieved exceptional results. Installations have been completed without incident and the new mobile reading hardware and software have resulted in these units being able to be read on a monthly basis with one hundred percent accuracy. Depending on the route, more than 1,000 AMR units can be read per hour, as opposed to walking the routes and reading 75 meters per hour. Additionally, changing out the old meters increases revenues by preserving meter accuracy.

Analysis: The result of the installations has been the reduction of staff time devoted to meter reading and the ability of the reading staff to stay on schedule. Benefits will multiply with the completion of the project. Accelerating the completion of the program allows more AMR units on existing routes to be installed and ensures that older meters can be changed out due to the expiration of their useful life. Further benefits of an AMR program include, but are not limited to:

- Increased employee and customer safety
- Improved customer service satisfaction due to more accurate and timely billing
- Reduced theft and revenue loss due to meter tampering
- Improved meter accuracy

Financial Considerations: Capital project expenditures were previously approved by City Council for CIP W-552, Automated Meter Reading. The requested change would accelerate completion of the project beginning in 2008 and going forward. City Council previously approved \$500,000 annually; however, the Utility would like to increase 2008 and subsequent years' capital budget for the project to \$1.7 million. Increasing the project budget will not materially affect the Water Utility CIP.

Goal Impact: This project addresses ensuring efficient infrastructure by helping to keep maintained and optimized public systems.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the project expenditures for 2008, adopt the Resolution, and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1.7 MILLION EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 28, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., (the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas, Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the installation of automated water meters (W-552) (the "Project"). The total costs of the Project are estimated to be one million seven hundred thousand dollars (\$1.7 million) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million seven hundred thousand dollars (\$1,700,000) exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2008.

(Seal)

CARL BREWER, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
GARY E. REBENSTORF, Director of Law

(Published in the Wichita Eagle, on _____, 2008.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1.7 MILLION, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 08-_____, duly adopted _____, 2008, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas, Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, the installation of automated water meters (W-552) (called the "Project"). The total costs of the Project are estimated to be one million seven hundred thousand dollars (\$1,700,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1.7 million, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2008.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-02

Zone change from GO General Office to NR Neighborhood Retail on property described as:

The east 62 feet of Lot 4, Jim Fisher Addition to Wichita, Sedgwick County, Kansas.
Generally located south of Central Avenue and east of north Brookside Parkway (6019 east Central).

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF MARCH 13, 2008 MAPC HEARING

Case No.: ZON2008-02 – Farzaneh Nasiri (owner/applicant/agent) Request City zone change from "GO" General Office to "NR" Neighborhood Retail on property described as;

The East 62 feet of Lot 4, Jim Fisher Addition, Wichita, Sedgwick County, Kansas.
Generally located 6019 East Central (750 feet west of Woodlawn, south of Central).

BACKGROUND: The applicant owns 6019 East Central Avenue, a .17 acre platted lot, located on the south side of East Central, approximately 300 feet west of north Hillcrest Avenue. The property is zoned "GO" General Office with Conditional Use 555 to permit "personal care services" (a tailor shop). The applicant is seeking "NR" Neighborhood Retail zoning, and currently operates a tailor shop. She is seeking "NR" zoning to permit a restaurant. Restaurants are first permitted in the "NR" zoning district, provided the restaurant does not exceed 2,000 square feet in gross floor area and does not provide any drive-up window or in-vehicle service.

The site is developed with a building containing less than 2,000 square-feet that was constructed as a residence in 1951. With the recent improvements to Central Avenue, the site is served by a commercial grade drive off of Central Avenue. Except for the portion covered by the building, the entire lot is paved, and used for parking and traffic circulation. There are seven parking stalls, including a handicap accessible stall, located at the rear of the lot, and two more parking spaces in the front. Parking standards for a restaurant are one parking space per three occupants. If that is the maximum number of parking spaces available then the restaurant use would be limited to approximately 27 patrons at any one time. There is cross lot circulation to the lot located to the east, but not to the west. (Conditional Use 555 required at least five parking spaces be installed to the rear of the building, and that cross lot circulation be allowed when the lots on either side are redeveloped.)

Nearby zoning includes: "NR," "TF-3" Two-family Residential, "GO" and "LC" Limited Commercial. The nearby properties are developed with office, retail shopping, personal improvement services and duplex uses. The "NR" zoned property is located immediately to the east of the application area, and is subject to a restrictive covenant that limits uses on the site to "GO" uses and to a single "NR" use, a hair stylist salon.

CASE HISTORY: The application was part of application number Z-2806 (City Council meeting of 12-8-1987) that involved 15 lots located along the south side of Central, between Brookside Parkway and Hillcrest, which changed the application area's zoning from "AA" One-Family Dwelling and "A" Two-Family Dwelling districts to the "BB" Office district. As part of zone change Z-2806 "Covenant 2" was established that prohibits the combining of lots fronting Central with the lots located to the south, fronting Oakwood Drive. On 12-16-1999, the MAPC

approved Conditional Use 555 that granted “personal care service” uses. As a condition of approval of Z-2806, the property was re-platted in 1987 as part of the Jim Fisher Addition.

ADJACENT ZONING AND LAND USE:

NORTH:	“LC”	Limited Commercial/CUP-45; retail shopping
SOUTH:	“TF-3”	Two-family Residential; duplex residential
EAST:	“NR”	Neighborhood Retail but restricted to GO uses and a hair stylist salon
WEST:	“GO”	General Office; office

PUBLIC SERVICES: Central Avenue at this location has approximately 108 feet of right-of-way, and has four continuous through lanes, a continuous left turn lane, and the north side has a continuous right-turn lane. The south side does not have a right turn lane. Central Avenue carries between 19,000 and 23,000 average daily trips per day. Sewer and water services are available.

CONFORMANCE TO PLANS/POLICIES: The *2030 Wichita Functional Land Use Guide* depicts this location as being appropriate for “local commercial” uses. Local commercial uses contain concentrations of commercial, office and personal service uses that do not have a significant regional market draw and high retail traffic. The range of uses includes: office, vehicle repair and service, grocery stores, florist shops, restaurants and personal service facilities.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property has frontage on Central Avenue, a four-lane arterial recently improved with the addition of a center right-turn lane and a west-bound right-turn lane. With the recently completed Central Avenue improvements, a number of driveways were closed or consolidated to minimize turning conflicts. Central Avenue has an average daily traffic volume ranging between 19,000 and 23,000. Nearby zoning includes: “NR,” “TF-3” Two-family Residential, “GO” and “LC” Limited Commercial. Nearby properties are developed with office, retail shopping, personal improvement services and duplex uses. Extensive retail uses are located north of Central Avenue. The “NR” zoned property is located immediately to the east of the application area, and is subject to a restrictive covenant that limits uses on the site to “GO” uses and to a single “NR” use, a hair stylist salon.
2. The suitability of the subject property for the uses to which it has been restricted: The property is currently zoned “GO” General Office with a Conditional Use that permits a

tailor's shop. The site could continue to be used as currently zoned as the GO district permits a number of uses that seem to successfully exist in the general proximity of the application area.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The site currently has a restriction, Covenant 2, which prevents the combining of the application area with residential property located to the south, and a another development standard requires cross-lot circulation with properties to the east and west. The property has a screening fence separating the application area from the residential uses located to the south, and the property has been paved to facilitate cross-lot circulation.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: "NR" Neighborhood Retail zoning has a fairly limited list of commercial uses when compared to the other commercial zoning districts permitted by the code. Approval would add a somewhat wider range of uses for the property than is currently allowed, and make the property more valuable to the applicant. The improvements to Central Avenue address the traffic conflict concerns, and protect the public's safety.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The request is consistent with the Comprehensive Plan's designation for "local commercial" uses.
6. Impact of the proposed development on community facilities: None identified.

MOTION: To approve, subject to staff recommendation.

HENTZEN moved, **DOWNING** seconded the motion, and it carried (10-0).



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Antione Sherfield, Neighborhood Assistant, District II
SUBJECT: **ZON2008-0002: City Zone Change From “GO” General Office to “NR” Neighborhood Retail.**
DATE: March 26, 2008

On Monday, March 3, 2008, the District II Advisory Board considered a zoning change request at 6019 E. Central, generally located west of North Hillcrest and South of East Central Avenue. The site is developed with a building containing less than 2,000 square-feet that was constructed as a residence in 1951. The applicant wishes to change the business from a Tailor Shop to a Specialty Deli Shop, and now seeks the requested zone change to “NR” Neighborhood Retail.

Nearby zoning includes: “NR,” “TF-3” Two-family Residential, “GO” and “LC” Limited Commercial. The nearby properties are developed with office, retail shopping, personal improvement services and duplex uses. The “NR” zoned property is located immediately to the east of the application area, and is subject to a restrictive covenant that limits uses on the site to “GO” uses and to a single “NR” use, a hair stylist salon

The DAB members voted 9-0 to support the requested zoning changes as outlined by Planning staff.

Antione Sherfield
Neighborhood Assistant
District II

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-02 - Zone Change from GO General Office to NR Neighborhood Retail; located at 6019 E. Central Avenue. (District II)

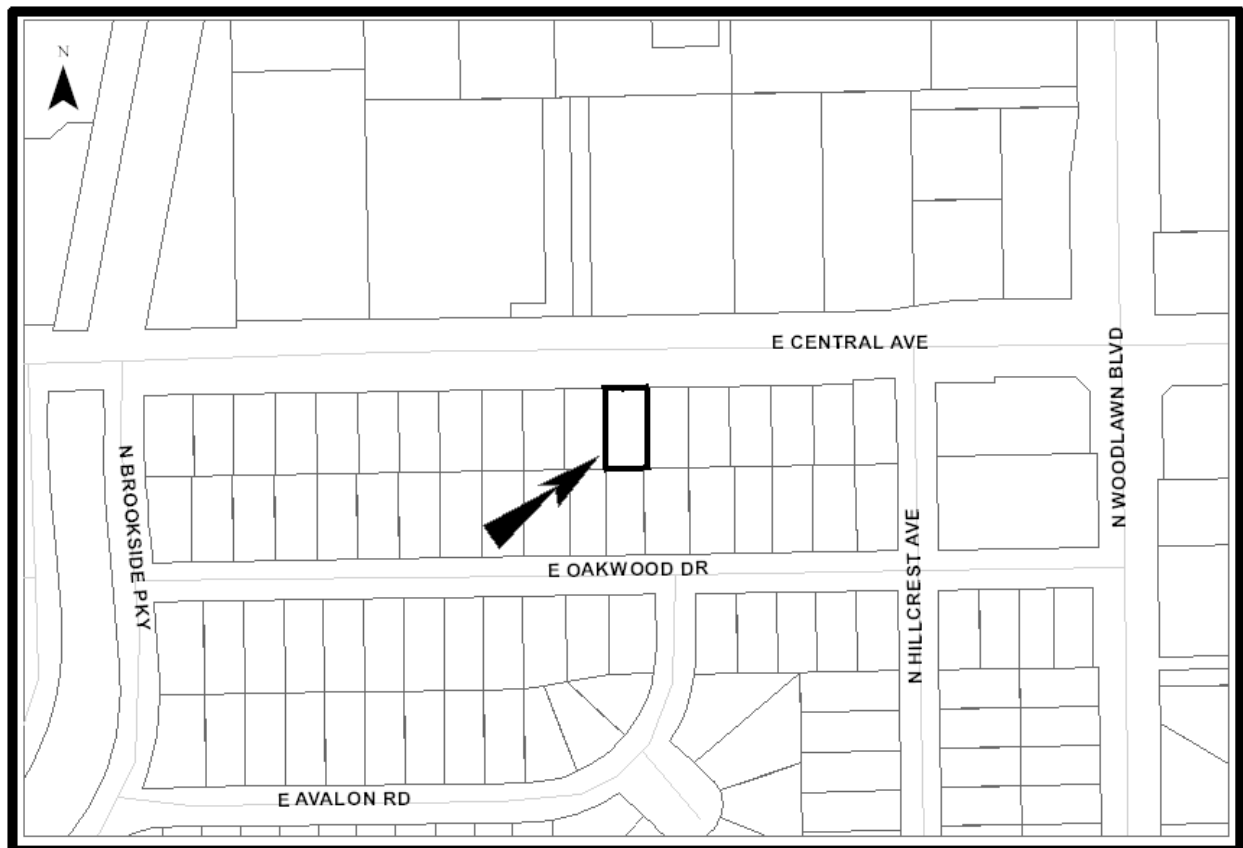
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (10-0).

DAB Recommendation: Approve

MAPD Staff Recommendation: Approve.



Background: The applicant owns 6019 E. Central Avenue, a .17 acre platted lot located on the south side of Central, approximately 300 feet west of Hillcrest Avenue. The property is zoned General Office (“GO”) with Conditional Use 555 to permit “personal care services” (a tailor shop). The applicant currently operates a tailor shop and is seeking Neighborhood Retail (“NR”) zoning to permit a restaurant. Restaurants are first permitted in the NR zoning district, provided the restaurant does not exceed 2,000 square feet in gross floor area and does not provide any drive-up window or in-vehicle service.

The site is developed with a building containing less than 2,000 square feet that was constructed as a residence in 1951. With the recent improvements to Central Avenue, the site is served by a commercial grade drive off of Central Avenue. Except for the portion covered by the building, the entire lot is paved and used for parking and traffic circulation. There are seven parking stalls, including a handicap accessible stall, located at the rear of the lot, and two more parking spaces in the front. Parking standards for a restaurant are one parking space per three occupants. If that is the maximum number of parking spaces available, then the restaurant use would be limited to approximately 27 patrons at any one time. There is cross lot circulation to the lot located to the east, but not to the west. (Conditional Use 555 required at least five parking spaces be installed to the rear of the building, and that cross lot circulation be allowed when the lots on either side are redeveloped.)

Nearby zoning includes: NR, Two-family Residential (“TF-3”), GO and Limited Commercial (“LC”). The nearby properties are developed with office, retail shopping, personal improvement services and duplex uses. The NR zoned property is located immediately to the east of the application area and is subject to a restrictive covenant that limits uses on the site to GO uses and to a single NR use, a hair stylist salon.

Analysis: District Advisory Board (DAB) II reviewed this request on March 3, 2008, and the DAB recommended approval of the request. Only the applicant was present to speak to the request. The MAPC heard this request on March 13, 2008 and voted (10-0) to approve the request. Staff has not received any protest petitions.

Financial Considerations: None.

Goal Impact: Promote economic vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC, approve the zone change and place the ordinance establishing the zone change on first reading; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2006-25

Request for zone change from "SF-5" Single-family Residential District to "LC" Limited Commercial District on property described as:

Lots 1-9, Block A, and Reserve A, Northgate Commercial Addition, Wichita, Sedgwick County, Kansas.

Generally located on the north side of 53rd Street North and west of Meridian.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 2008.

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

NOTICE OF COMMUNITY UNIT PLAN
NORTHGATE COMMERCIAL PARK - DP-299

THIS NOTICE made this 20th day of March, 2008, by R & R Realty, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

NORTHGATE COMMERCIAL ADDITION
Lots 1 through 9, Block A

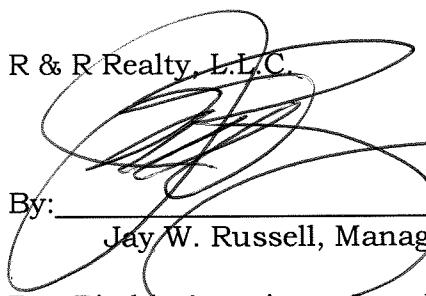
and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

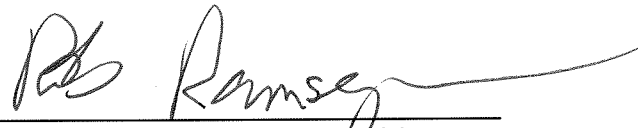
NOW, THEREFORE, the Declarant gives notice that the approved community unit plan NORTHGATE COMMERCIAL PARK, DP-299 has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 9, Block A, Northgate Commercial Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

R & R Realty, L.L.C.

By: 
Jay W. Russell, Manager

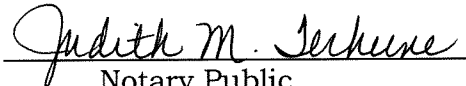
By: Ritchie Associates, Inc., Manager

By: 
Rob Ramseyer, Vice-President

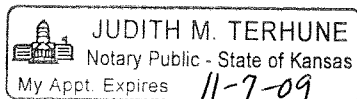
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited
Liability Company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.


Notary Public

(My Appointment Expires: 11-7-09)



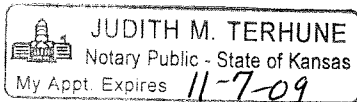
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, R & R Realty, L.L.C., a Kansas Limited Liability Company, owners of NORTHGATE COMMERCIAL ADDITION do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Main Improvements
3. Storm Water Drain Improvements
4. Traffic Signalization Improvements
5. Left Turn Lane and Median Improvements including
Landscaping in 53rd St. No.
6. Traffic Signalization Improvements at Meridian and Keywest.
7. Sidewalk Improvements on 53rd St. N.
8. Accel/Decel Lane Improvements in 53rd St. N.

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Northgate Commercial Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 20th day of March, 2008.

R & R Realty, L.L.C.

By: _____

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: _____

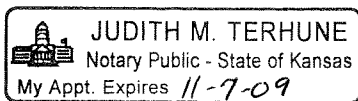
Rob Ramseyer, Vice President

Certificate of Petition
Page 2 of 2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



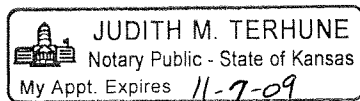
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

RESTRICTIVE COVENANT

THIS DECLARATION made this 20th day of March, 2008, by R & R Realty, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", Northgate Commercial Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A", is hereby reserved for open space, landscaping, berms, access drives and parking, lots drainage purposes, and utilities as confined to easements.

Reserve "A" shall be owned and maintained by the Lot Owners Association for the addition.

2. That a Lot Owner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserve "A", as designated on the plat of Northgate Commercial Addition, shall be deeded to the Lot Owner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Lot Owner's Association being formed shall provide specific pertinent language requiring that the Lot Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserve "A", to Northgate Commercial Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.
and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Northgate Commercial Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in NORTHGATE COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

R & R Realty, L.L.C.

By: _____

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

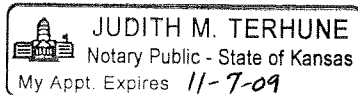
By: _____

Rob Ramseyer, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



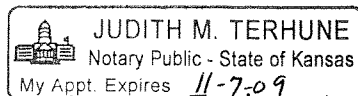
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 20th day of March, 2008, by the undersigned.

- A. The undersigned are the owners of Lots 1 through 9, Block A, Northgate Commercial Addition, Wichita, Sedgwick County, Kansas.
- B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across all Lots in said Northgate Commercial Addition.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective parcels on said Lots to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels on said lot, the owners thereof, their employees, customers and invitees. There shall be erected no continual fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said parcels; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said parcels on said Lots.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

Declaration of Cross Lot Access and Easement
Page 2 of 3

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

R & R Realty, L.L.C.

By: _____

Jay W. Russell, Manager

By: ~~Ritchie Associates, Inc., Manager~~

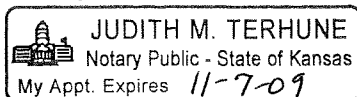
By: _____

Rob Ramseyer, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-09)

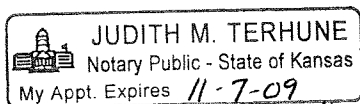
Judith M. Terhune
Notary Public

Declaration of Cross Lot Access and Easement
Page 3 of 3

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

GRANT OF JOINT ACCESS EASEMENT

WHEREAS, the undersigned is the owner of the real property hereinafter described:

Lots 1 through 9, Block A
Northgate Commercial Addition
Wichita, Sedgwick County, Kansas

and

WHEREAS, the plat of Northgate Commercial Addition, Wichita, Sedgwick County, Kansas, has provisions for access control on 53rd Street North for Lots 2 and 3, Lots 4 and 5, Lots 6 and 7, and Lots 8 and 9, and therefore requires mutual and joint access easement for ingress and egress purposes between Lots 2, 3, 4, 5, 6, 7, 8, and 9, Block A, in said Northgate Commercial Addition,

and,

WHEREAS it is determined that it is in the best interests of the parties and their successors and assigns that a certain common easement, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that the undersigned does hereby grant and convey for itself, its successors, grantees, licensees and assignees in interest, the right to use for ingress and egress the joint access easement as are hereinafter setforth.

Joint access easement between Lots 2 and 3, Block A, Northgate Commercial Addition, for ingress and egress to 53rd Street North, over and across the following real estate:

The east 30.00 feet of the south 52.00 feet of Lot 3, Block A, Northgate Commercial Addition, Wichita, Sedgwick County, Kansas.

and

Grant of Joint Access Easement
Page 2 of 4

Joint access easement between Lots 4 and 5, Block A, Northgate Commercial Addition, for ingress and egress to 53rd Street North, over and across the following real estate:

The west 15.00 feet of the south 52.00 feet of Lot 4, Block A, Northgate Commercial Addition, Wichita, Sedgwick County, Kansas, together with the east 15.00 feet of the south 52.00 feet of Lot 5, in Said Block A.

and

Joint access easement between Lots 6 and 7, Block A, Northgate Commercial Addition, for ingress and egress to 53rd Street North, over and across the following real estate:

The west 15.00 feet of the south 52.00 feet of Lot 6, Block A, Northgate Commercial Addition, Wichita, Sedgwick County, Kansas, together with the east 15.00 feet of the south 52.00 feet of Lot 7 in said Block A.

and

Joint access easement between Lots 8 and 9, Block A, Northgate Commercial Addition, for ingress and egress to 53rd Street North, over and across the following real estate:

The west 15.00 feet of the south 52.00 feet of Lot 8, Block A, Northgate Commercial Addition, Wichita, Sedgwick County, Kansas, together with the east 15.00 feet of the south 52.00 feet of Lot 9 in said Block A.

It is agreed by and between the parties hereto that such easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth. Maintenance of said easements shall be in the mutual interests and responsibilities to all parties interest and their successors, heirs, and/or assigns.

Grant of Joint Access Easement
Page 3 of 4

In testimony whereof the undersigned has set their hands this 20th day of March, 2008.

R & R Realty, L.L.C.

By: [Signature]
Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: [Signature]
Rob Ramseyer, Vice-President

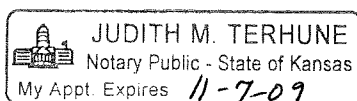
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[Signature]
Notary Public

(My Appointment Expires: 11-7-09)



Grant of Joint Access Easement
Page 4 of 4

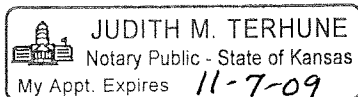
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas
Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same on behalf,
and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 15, MAIN 15, SANITARY SEWER NO. 23 (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84504** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 15, MAIN 15, SANITARY SEWER NO. 23 (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84504** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 15, Main 15, Sanitary Sewer No. 23 (north of 53rd St. North, west of Meridian) 468-84504.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Ten Thousand Dollars (\$110,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

That in accordance with the provisions of K.S.A. 12-6a19, benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Ninety-Eight Thousand Seven Hundred Ninety-Nine Dollars (\$98,799).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL ADDITION, shall pay 8,038/10,000 of the total cost of the improvements; Lot 2 Block A, NORTHGATE COMMERCIAL ADDITION, shall pay 190/10,000 of the total cost of the improvements; Lots 3 through 6, Block A and Lot 8, Block A, NORTHGATE COMMERCIAL ADDITION, shall each pay 253/10,000 of the total cost of the improvements; Lot 7, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 243/10,000 of the total cost of the improvements; and Lot 9, Block A, NORTHGATE COMMERCIAL ADDITION, shall pay 264/10,000 of the total cost of the improvements

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its

approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **LEFT TURN LANE AND MEDIAN IMPROVEMENTS IN 53RD ST. NORTH FROM THE WEST LINE OF NORTHGATE COMMERCIAL ADDITION TO THE EAST LINE OF NORTHGATE COMMERCIAL ADDITION (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84709** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **LEFT TURN LANE AND MEDIAN IMPROVEMENTS IN 53RD ST. NORTH FROM THE WEST LINE OF NORTHGATE COMMERCIAL ADDITION TO THE EAST LINE OF NORTHGATE COMMERCIAL ADDITION (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84709** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a **left turn lane and median improvements in 53rd St. North from the west line of Northgate Commercial Addition to the east line of Northgate Commercial Addition (north of 53rd St. North, west of Meridian) 472-84709.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Seventy-Nine Thousand Dollars (\$79,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 8,038/10,000 of the total cost of the improvements; Lot 2, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 190/10,000 of the total cost of the improvements; Lots 3 through 6, Block A and Lot 8, Block A, NORTHGATE COMMERCIAL ADDITION shall each pay 253/10,000 of the total cost of the improvements; Lot 7, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 243/10,000 of the total cost of the improvements; and Lot 9, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 264/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING ACCEL/DECEL LANE IMPROVEMENTS IN **53RD ST. NORTH FROM THE WEST LINE OF NORTHGATE COMMERCIAL ADDITION TO THE EAST LINE OF NORTHGATE COMMERCIAL ADDITION (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84710** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING ACCEL/DECEL LANE IMPROVEMENTS IN **53RD ST. NORTH FROM THE WEST LINE OF NORTHGATE COMMERCIAL ADDITION TO THE EAST LINE OF NORTHGATE COMMERCIAL ADDITION (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84710** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing **accel/decel lane improvements in 53rd St. North from the west line of Northgate Ccommercial Addition to the east line of Northgate Commercial Addition (north of 53rd St. North, west of Meridian) 472-84710.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Thirty-Six Thousand Dollars (\$136,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 8,038/10,000 of the total cost of the improvements; Lot 2, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 190/10,000 of the total cost of the improvements; Lots 3 through 6, Block A and Lot 8, Block A, NORTHGATE COMMERCIAL ADDITION shall each pay 253/10,000 of the total cost of the improvements; Lot 7, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 243/10,000 of the total cost of the improvements; and Lot 9, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 264/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **TRAFFIC SIGNALIZATION DEVICE TO SERVE THE MAJOR OPENING ON 53RD ST. NORTH BETWEEN LOTS 5 AND 6, IN BLOCK A, NORTHGATE COMMERCIAL ADDITION (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84711** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING **TRAFFIC SIGNALIZATION DEVICE TO SERVE THE MAJOR OPENING ON 53RD ST. NORTH BETWEEN LOTS 5 AND 6, IN BLOCK A, NORTHGATE COMMERCIAL ADDITION (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84711** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a **traffic signalization device to serve the major opening on 53rd St. North between Lots 5 and 6, in Block A, Northgate Commercial Addition (north of 53rd St. North, west of Meridian) 472-84711.**

Said improvement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Fifteen Thousand Dollars (\$115,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 8,038/10,000 of the total cost of the improvements; Lot 2, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 190/10,000 of the total cost of the improvements; Lots 3 through 6, Block A and Lot 8, Block A, NORTHGATE COMMERCIAL ADDITION shall each pay 253/10,000 of the total cost of the improvements; Lot 7, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 243/10,000 of the total cost of the improvements; and Lot 9, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 264/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special

Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING **SIDEWALK IMPROVEMENTS ON THE NORTH SIDE OF 53RD ST. NORTH FROM THE EAST LINE OF NORTHGATE COMMERCIAL ADDITION TO THE WEST LINE OF NORTHGATE COMMERCIAL ADDITION (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84713** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING **SIDEWALK IMPROVEMENTS ON THE NORTH SIDE OF 53RD ST. NORTH FROM THE EAST LINE OF NORTHGATE COMMERCIAL ADDITION TO THE WEST LINE OF THE NORTHGATE COMMERCIAL ADDITION (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84713** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing **sidewalk improvements on the north side of 53rd St. North from the east line of Northgate Commercial Addition to the west line of Northgate Commercial Addition (north of 53rd St. North, west of Meridian) 472-84713.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Thirty Thousand Dollars (\$30,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 8,038/10,000 of the total cost of the improvements; Lot 2, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 190/10,000 of the total cost of the improvements; Lots 3 through 6, Block A and Lot 8, Block A, NORTHGATE COMMERCIAL ADDITION shall each pay 253/10,000 of the total cost of the improvements; Lot 7, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 243/10,000 of the total cost of the improvements; and Lot 9, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 264/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **TRAFFIC SIGNALIZATION DEVICE AT THE INTERSECTION OF MERIDIAN AVENUE AND KEY WEST (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84712** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **TRAFFIC SIGNALIZATION DEVICE AT THE INTERSECTION OF MERIDIAN AVENUE AND KEY WEST (NORTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-84712** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a **traffic signalization device at the intersection of Meridian Avenue and Key West (north of 53rd St. North, west of Meridian) 472-84712.**

Said improvement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Fifty-Six Thousand Dollars (\$156,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 8,038/10,000 of the total cost of the improvements; Lot 2, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 190/10,000 of the total cost of the improvements; Lots 3 through 6, Block A and Lot 8, Block A, NORTHGATE COMMERCIAL ADDITION shall each pay 253/10,000 of the total cost of the improvements; Lot 7, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 243/10,000 of the total cost of the improvements; and Lot 9, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 264/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 348 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84506** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 348 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84506** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 348 (south of 53rd St. North, west of Meridian) 468-84506**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Seven Hundred Four Thousand Dollars (\$704,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 8,038/10,000 of the total cost of the improvements; Lot 2, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 190/10,000 of the total cost of the improvements; Lots 3 through 6, Block A and Lot 8, Block A, NORTHGATE COMMERCIAL ADDITION shall each pay 253/10,000 of the total cost of the improvements; Lot 7, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 243/10,000 of the total cost of the improvements; and Lot 9, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 264/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90383 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90383 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90383 (south of 53rd St. North, west of Meridian)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Ninety-Five Thousand Dollars (\$195,000)** exclusive of the cost of interest on borrowed money, with **64** percent of the total cost payable by the improvement district and **36** percent payable by the City of Wichita from Water Department Water Utility Improvement Funds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 8,038/10,000 of the total cost of the improvements; Lot 2, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 190/10,000 of the total cost of the improvements; Lots 3 through 6, Block A and Lot 8, Block A, NORTHGATE COMMERCIAL ADDITION shall each pay 253/10,000 of the total cost of the improvements; Lot 7, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 243/10,000 of the total cost of the improvements; and Lot 9, Block A, NORTHGATE COMMERCIAL ADDITION shall pay 264/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____day
of_____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2007-106 -- Plat of Northgate Commercial Addition located on the north side of 53rd Street North and west of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of nine lots on 49.16 acres, is located within Wichita's city limits. This site has been approved for a zone change (ZON 2006-25) from SF-5 Single-family Residential to LC Limited Commercial. The Northgate Commercial Park Community Unit Plan (CUP 2006-24, DP-299) has also been approved for this site (Parcels 4-12). A Notice of Community Unit Plan has been submitted.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, drainage, traffic signalization, left-turn lane and median, sidewalk and paving improvements. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the proposed reserves. In accordance with the CUP approval, a Declaration of Cross-lot Access and Easement has been submitted to assure internal vehicular movement between the lots. A Grant of Joint Access Easement for 53rd Street North has also been submitted.

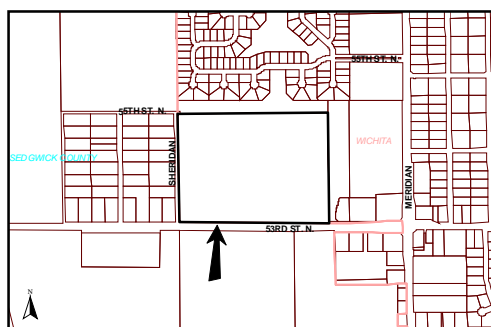
This plat has been reviewed and approved by the planning commission, subject to conditions. Publication of the ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petitions, Restrictive Covenant, Declaration of Cross-lot Access and Easement and Grant of Joint Access Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the resolutions and approve first reading of the ordinance.



ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2006-25

Request for zone change from "SF-5" Single-family Residential District to "LC" Limited Commercial District on property described as:

Lots 1-3, Block A, Northgate Commercial 2nd Addition, Wichita, Sedgwick County, Kansas.

Generally located on the west side of Meridian and north of 53rd Street North.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 2008.

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 16, MAIN 15, SANITARY SEWER NO. 23 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84505** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 16, MAIN 15, SANITARY SEWER NO. 23 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84505** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 16, Main 15, Sanitary Sewer No. 23 (south of 53rd St. North, west of Meridian) 468-84505**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Thirty-Three Thousand Dollars (\$33,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTHGATE COMMERCIAL 2ND ADDITION

Lots 1 through 3, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, NORTHGATE COMMERCIAL 2ND ADDITION, shall pay 64/100 of the total cost of the improvements; Lots 2 and 3, Block A, NORTHGATE COMMERCIAL 2ND ADDITION, shall each pay 18/100 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

NOTICE OF COMMUNITY UNIT PLAN
NORTHGATE COMMERCIAL PARK - DP-299

THIS NOTICE made this 20th day of March, 2008, by R & R Realty, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

NORTHGATE COMMERCIAL 2ND ADDITION

Lots 1 through 3, Block A

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.


NOW, THEREFORE, the Declarant gives notice that the approved community unit plan NORTHGATE COMMERCIAL PARK, DP-299 has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 3, Block A, Northgate Commercial 2nd Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

R & R Realty, D.L.C.

By: 
Jay W. Russell, Manager

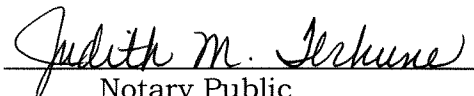
By: Ritchie Associates, Inc., Manager

By: 
Rob Ramseyer, Vice-President

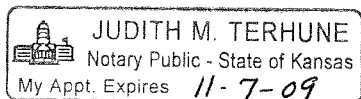
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

(My Appointment Expires: 11-7-09)



Notice of Community Unit Plan
Page 3 of 3

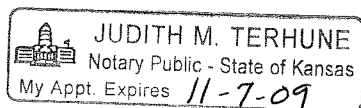
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas
Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same on behalf,
and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, R & R Realty, L.L.C., a Kansas Limited Liability Company, owners of NORTHGATE COMMERCIAL 2ND ADDITION do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Main Improvements
3. Paving Improvements
4. Dual Left Turn Lanes & 5th Lane Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Northgate Commercial 2nd Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 20th day of March, 2008.

R & R Realty, L.L.C.

By: 

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: 

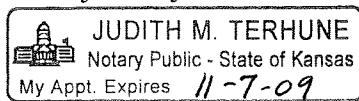
Rob Ramseyer, Vice-President

Certificate of Petition
Page 2 of 2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



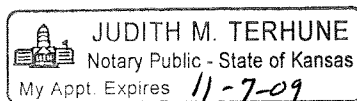
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 20th day of March, 2008, by the undersigned.

- A. The undersigned are the owners of Lots 1 through 3, Block A, Northgate Commercial 2ND Addition, Wichita, Sedgwick County, Kansas.
- B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across all Lots in said Northgate Commercial 2nd Addition.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective parcels on said Lots to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels on said lot, the owners thereof, their employees, customers and invitees. There shall be erected no continual fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said parcels; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said parcels on said Lots.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

Declaration of Cross Lot Access and Easement
Page 2 of 3

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

R & R Realty, L.L.C.

By: 
Jay W. Russell, Manager


By: Ritchie Associates, Inc., Manager

By: 
Rob Ramseyer, Vice-President

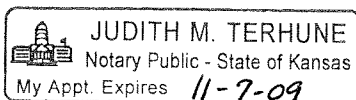
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2007,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited
Liability Company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.


Notary Public

(My Appointment Expires: 11-7-09)



Declaration of Cross Lot Access and Easement
Page 3 of 3

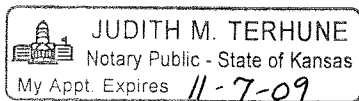
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas
Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same on behalf,
and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



GRANT OF JOINT ACCESS EASEMENT

WHEREAS, the undersigned is the owner of the real property hereinafter described:

Lots 1 through 3, Block A
Northgate Commercial 2nd Addition
Wichita, Sedgwick County, Kansas

and

WHEREAS, the plat of Northgate Commercial 2nd Addition, Wichita, Sedgwick County, Kansas, has provisions for access control on Meridian Ave. for Lots 2 and 3, and therefore requires mutual and joint access easement for ingress and egress purposes between Lots 1, 2, and 3, Block A, in said Northgate Commercial 2nd Addition,

and,

WHEREAS it is determined that it is in the best interests of the parties and their successors and assigns that a certain common easement, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that the undersigned does hereby grant and convey for itself, its successors, grantees, licensees and assignees in interest, the right to use for ingress and egress the joint access easement as are hereinafter setforth.

Joint access easement between Lots 1, 2, and 3, Block A, Northgate Commercial 2nd Addition, for ingress and egress to Meridian Ave., over and across the following real estate:

The south 15.00 feet of Lot 2, Block A, Northgate Commercial 2nd Addition, Wichita, Sedgwick County, Kansas, together with the north 15.00 feet of Lot 3 in said Block A.

It is agreed by and between the parties hereto that such easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth. Maintenance of said easements shall be in the mutual interests and responsibilities to all parties interest and their successors, heirs, and/or assigns.

In testimony whereof the undersigned has set their hands this 20th day of March, 2008.

R & R Realty, L.L.C.

By: 

Jay W. Russell, Manager

By: Ritchie Associates, Inc., Manager

By: 

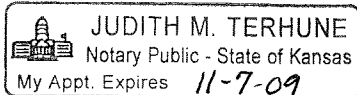
Rob Ramseyer, Vice-President

Grant of Joint Access Easement
Page 3 of 3

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



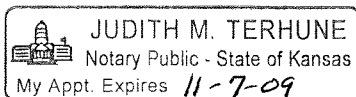
(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 20th day of March, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2007-107 -- Plat of Northgate Commercial 2nd Addition located on the west side of Meridian and north of 53rd Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of three lots on 6.07 acres, is located within Wichita's city limits. This site has been approved for a zone change (ZON 2006-25) from SF-5 Single-family Residential to LC Limited Commercial. The Northgate Commercial Park Community Unit Plan (CUP 2006-24, DP-299) has also been approved for this site (Parcels 13-15). A Notice of Community Unit Plan has been submitted.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving and left-turn lane improvements. In accordance with the CUP approval, a Declaration of Cross-lot Access and Easement has been submitted to assure internal vehicular movement between the lots. A Grant of Joint Access Easement has been submitted for ingress and egress purposes between Lots 1-3, Block A.

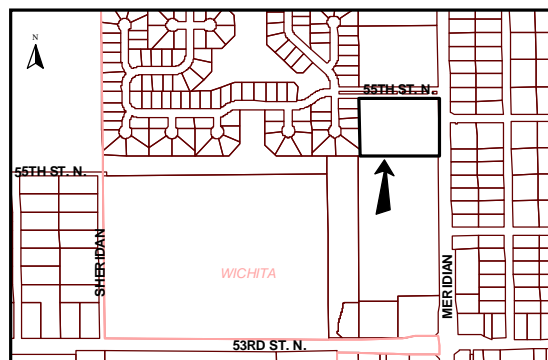
This plat has been reviewed and approved by the planning commission, subject to conditions. Publication of the ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petitions, Declaration of Cross-lot Access and Easement and Grant of Joint Access Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the resolutions and approve first reading of the ordinance.



CITY OF WICHITA
City Council Meeting
April 15, 2008

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Acquisition of 1534 South Ridge Road

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On April 1, 2008, the Wichita Airport Authority authorized the purchase the property located at 1534 South Ridge Road to accommodate the long range need for airport property not requiring airfield access. The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds for capital projects.

Analysis: It is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Wichita Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds will require a separate authorization from the City Council.

Financial Considerations: The approved budget is \$104,000 which represents the cost that will be funded with General Obligation Bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of long-term financing of capital projects.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

(Published in the Wichita Eagle on _____, _____.)

RESOLUTION NO. _____

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Land Acquisition (Mid-Continent – 1534 South Ridge Road)
to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the “Project”).

SECTION 2. That the cost of the above described Project is estimated to be One Hundred and Four Thousand Dollars (\$104,000), exclusive of the cost of interest on borrowed money, and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for the Project shall not exceed \$104,000.

SECTION 3. To the extent that the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

OCA = 500496; UC1 = 1013

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____, _____.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Summary of Employment Tax Examination

Name and Address of Employer

The City of Wichita, Kansas
455 N. Main
Wichita, KS 67202-1600

Employer Identification Number

48-6000653

Date of Report

3/24/2008

Type of Report

Delinquent tax

☐ (Return not filed)

Increase (Decrease) in Tax

☒ (Return filed)

☒ Agreed (This report is subject to Review and you will be notified by the
Area Director when it is accepted)

☐ Unagreed

Following is a summary of the results of my examination of your returns as shown on the attached pages of this report.

a	b	Tax and Penalties			f	
Calendar Year	Return Form Number	c	d		e	Page number of Report
		Delinquent Tax, Increase (Decrease) in Tax	Penalty		Total	
			Code Section	Amount		
12/31/2004	941	119,445.08			119,445.08	2

Other Information

The examination of your employment tax returns as reflected on this Agreement included an examination for employment tax purposes of whether golf course managers who provide golf management services and tennis facility professionals/ managers who provide management and oversight of programs and facilities should be treated as employees of the taxpayer.

530 of the Revenue Act of 1978 as amended by Section 1122 of the Small Business Job Protection Act of 1996 provides that taxpayers may rely on a prior audit commenced after December 31, 1996, when the audit included an examination for employment tax purposes of whether the individual involved (or any individual holding a position substantially similar to the position held by the individual involved) should be treated as an employee of the taxpayer. Based upon this examination, you may not rely on the audit of any classes of workers for purposes of the prior audit safe haven for satisfying the reasonable basis requirement of Section 530, because all workers audited were reclassified as employees.

Examining Officer's Signature

Gary D. Decker

651)

District

STOP 7255

Cat. No. 41874S

Form 4666 (Rev. 02-1994)

Form 4668 (Rev. April 1994)	Department of the Treasury - Internal Revenue Service Employment Tax Examination Changes Report	Return Form number 941
Name and Address of Employer The City of Wichita, Kansas 455 N. Main Wichita, KS 67202-1600	Employer Identification number 48-6000653	Calendar year 2004
	Total tax plus penalty, or (decrease) in tax \$119,445.08	Last quarter of this examination 12/31/04
Examination discussed with (Name and title) Brian McLeod, Deputy City Attorney		<input checked="" type="checkbox"/> Agreed (Subject to acceptance of the Area Director) <input type="checkbox"/> Unagreed

	IRS Ref.	(a) Applicable Rate	(b) 1st Quarter	(c) 2nd Quarter	(d) 3rd Quarter	(e) 4th Quarter
1. Social security and Medicare wage adjustment subject to tax under IRC 3101 and 3111	004	12.40%	52,792.00	56,524.00	54,287.00	187,727.00
	073	2.90%	52,792.00	56,524.00	54,287.00	187,727.00
2. Social security and Medicare wage adjustment subject to tax under IRC 3509(a)	079	7.44%				
	079	1.74%				
3. Social security and Medicare wage adjustment subject to tax under IRC 3509(b)	079	8.68%				
	079	2.03%				
4. Social security and Medicare tip adjustment subject to tax under IRC 3101 and 3111	005	6.20%				
	073	1.45%				
5. Income withholding wage adjustment subject to tax under section 3402		25.00%	52,792.00	56,524.00	54,287.00	108,768.00
6. Income withholding wage adjustment subject to tax under section 3509	079	1.50%				78,959.00
		3.00%				
7. Payments subject to backup withholding under IRC 3406		28.00%				
8. Adjustment to social security tax and Medicare tax	185		(1,674.28)			
9. Adjustment to income tax withholding	184		(1,911.27)			
10. Total social security and Medicare tax (lines 1, 2, 3, 4 x rates) plus/minus Line 8	112		6,402.90	8,648.17	8,305.91	28,722.23
11. Total Income tax withholding (line 5, 6 x rate) plus/minus Line 9	111		11,286.73	14,131.00	13,571.75	28,376.39
12. Total backup withholding (line 7 x rate) - applies to Form 945 only	008					
13. Delinquent tax increase (decrease) in tax (Lines 10 and 11) or backup withholding (Line 12)			17,689.63	22,779.17	21,877.66	57,098.62
14. Penalty code section 6651						
15. Penalty code section 6656						
16. Penalty code section						
17. Maximum tax available for abatement under IRC 3402(d)			13,198.00	14,131.00	13,571.75	27,192.00

Examiner's signature Gary D. Decker <i>(Signature)</i>	Group Number 7255	District STOP 7255	Date 3/24/2008
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ATTACHMENT TO FORM 4668
THE CITY OF WICHITA, KANSAS
2004

FORM 5701 #	AMOUNT	FORM 4668			
		QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
1	2,727		1,232	1,495	
2	4,297				4,297
3	211,170				52,794
4	25,259	52,792	52,792	52,792	25,259
5	26,418				26,418
6	2,500		2,500		
7	-1911.27	-1911.27			
7	-1356.93	-1356.93			
7	-317.35	-317.35			
WORKER CLASSIFICATION.					
1: FURNEY (GOLF)	22,188				22,188
2: SHAVER (GOLF)	17,750				17,750
3: OXLER (TENNIS)	39,021				39,021

NOTE: ALL ADJUSTMENTS ARE SUBJECT TO IRC 3101 AND 3111 FOR SOCIAL SECURITY AND MEDICARE PURPOSES. THE FORM 5701 ADJUSTMENTS ARE SUBJECT TO IRC 3402 FOR FEDERAL INCOME TAX WITHHOLDING PURPOSES, WHILE THE WORKER CLASSIFICATION ADJUSTMENTS ARE SUBJECT TO IRC 3509(a) FOR FEDERAL INCOME TAX WITHHOLDING PURPOSES.

NOTE 2: THE CORRECT ADJUSTMENT FOR FORM 5701 #1 IS \$2,727. THE AMOUNT WAS INCORRECTLY SHOWN AS \$3,727 ON FORM 5701#1, DUE TO A COMPUTATIONAL ERROR.

323

Form **2504**
(Rev. March 1992)

Department of the Treasury - Internal Revenue Service
**Agreement to Assessment and Collection
of Additional Tax and Acceptance of Overassessment**
(Excise or Employment Tax)

Date received by Internal
Revenue Service

Name, SSN or EIN, and address of taxpayer(s) (Number, street, city or town, State, ZIP Code)

The City of Wichita, Kansas
455 N. Main
Wichita, KS 67202-1600

EIN: 48-6000653






Additional Tax and Penalties

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Penalty
12/31/2004	941	FICA & IT W/H IRC SECTIONS 3101, 3111, & 3402	\$106,179.96	\$0.00
Total			\$106,179.96	\$0.00

Decrease in Tax and Penalties

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Penalty
Total			\$0.00	\$0.00

I consent to the immediate assessment and collection of any additional tax and penalties and accept any overassessment (decrease in tax and penalties) shown above, plus any interest provided by law.

	City of Wichita, Kansas	Date
		Date
By: 	Title  MAYOR	Date 

Note:

If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

Who Must Sign

If you are making this agreement for a partnership, all partners must sign.

However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the name of the corporation followed by the signature and title of the officer(s) authorized to sign.

For an agent or attorney acting under a power of attorney, a power of attorney must be sent with this form if not previously filed.

Form **2504-WC**
(1-2002)

Department of the Treasury - Internal Revenue Service

**Agreement to Assessment and Collection of Additional Tax and
Acceptance of Overassessment in Worker Classification Cases**
(Employment Tax)

Date received by Internal
Revenue Service

Name, SSN or EIN, and address of taxpayer(s) (Number, street, city or town, State, ZIP Code)

The City of Wichita, Kansas
455 N. Main
Wichita, KS 67202-1600

EIN: 48-6000653






Additional Tax and Penalties

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Penalty
12/31/2004	941	FICA & IT W/H IRC SECTIONS 3101, 3111, & 3509	\$13,265.12	\$0.00
Total			\$13,265.12	\$0.00

Decrease in Tax and Penalties

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Penalty
Total			\$0.00	\$0.00

I consent to the immediate assessment and collection of any additional tax and penalties and accept any overassessment (decrease in tax and penalties) shown above, plus any interest provided by law. I understand that by signing this agreement, I am waiving the restrictions on assessment provided in section 7436(d) and 6213(a) of the Internal Revenue Code of 1986.

	City of Wichita, Kansas	Date
		Date
By: 	Title:  MAYOR	Date: 

Note:

If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

Who Must Sign

If you are making this agreement for a partnership, all partners must sign.

However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the name of the corporation followed by the signature and title of the officer(s) authorized to sign.

For an agent or attorney acting under a power of attorney, a power of attorney must be sent with this form if not previously filed.

REVISED 4-10-2008

(Financial Considerations & Recommended Action)

Agenda Item 29.

**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council

SUBJECT: Agreement to Examination Report for Employment/Payroll Tax Audit of City

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Concur with the Examination Report, approve Forms 2504 and 2504-WC, authorize the Mayor to sign, and approve payment of adjustments.

Background: The Internal Revenue Service (“IRS”) recently examined the City’s federal employment and payroll tax matters for the calendar quarters in fiscal year 2004. On March 8, 2008, Council approved a number of proposed adjustments submitted on Forms 5701. Those are now included in the final examination report, as the basis of \$106,179.96 in net additions to tax. The amount is greater than the \$65,130 in withholding taxes mentioned in the March 8, 2008 item, because the report now also includes the associated adjustments for FICA and Medicare, in addition to the withholding tax liability. A further amount of \$13,265.12 in additions to tax is included as a result of reclassification of two golf professionals and a tennis professional, whose earnings were reported in 2004 on Form 1099 rather than Form W-2, and not then subjected to withholding, FICA, or Medicare deductions by the City.

Analysis: Base compensation amounts for two of the seven issues previously included in Forms 5701 have been slightly reduced due to a correction on the use of two vehicles (Issue 4) and correction of a computational error on moving expenses (Issue 1). With the addition of the \$13,265.12 related to reclassification of the two golf professionals and the tennis professional, the total adjustment comes to \$119,445.08. IRS Government Entities Specialist Gary Decker proposed no penalties in the examination report, and has advised that if the City agrees to the report and remits payment for the adjustment, there will be no interest assessed on the deficiency.

Financial Considerations: The net additional withholding, FICA and Medicare liability as a result of the proposed adjustments will be \$119,445.08. ***This includes \$94,683 from the General Fund, \$22,110 from the Golf Fund, \$1,968 from the IT Fund and \$684 from the City-County Flood Control Fund.*** In the context of overall City operations and the wide range of issues reviewed in the audit, the proposed adjustments represent a minor degree of error. However, corrective steps have been identified for each category of adjustments, going forward.

Goal Impact: Internal Perspective.

Legal Considerations: The City Attorney’s Office has reviewed the auditors’ requests for information and

the City's responses throughout the course of the audit, and has also reviewed the sections of the Internal Revenue Code and Regulations relied upon by the auditors for each of the proposed adjustments, as well as interpretive federal case law. Based on this review, it appears appropriate for the City to concur with the Examination Report and approve the Forms 2504 and 2504-WC as presented to the Council herewith.

Recommendations/Actions: It is recommended the City Council approve the attached Forms 2504 and 2504-WC, authorize the Mayor to sign, and authorize prompt payment of the adjustment, ***and approve any necessary budget adjustments.***

Attachment: Examination Report (Forms 4666, 4668 and attachment) and Agreement Forms (2504 and 2504-WC)

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Paving, Drainage and Water System Improvements for Edge Water Addition (south of 45th St. North, west of Hoover) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petitions.

Background: On January 15, 2008, the City Council approved a petition to construct drainage improvements in Edge Water Addition. The developers have submitted a new petition that adjusts the fractional assessments to reflect current marketing conditions. In addition, the developers have submitted new paving and water system petitions. The Petitions have been signed by two owners representing 100% of the improvement districts.

Analysis: The projects will provide paving, drainage and water system improvements for Edge Water Addition, a new residential development located south of 45th St. North, west of Hoover.

Financial Considerations: The existing Petition totals \$1,450,000. The new Petitions total \$2,054,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing public improvements required for a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, CIP Sheets, Petitions and Resolutions.

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON DRIFTWOOD FROM THE WEST LINE OF LOT 1, BLOCK A, WEST TO THE WEST LINE OF RIDGE PORT; AND ON RIDGE PORT FROM THE SOUTH LINE OF DRIFTWOOD, SOUTH TO THE NORTH LINE OF LOT 28, BLOCK A AND ON TWO RIDGE PORT COURTS (LOTS 7 THROUGH 21, BLOCK A), FROM THE WEST LINE OF RIDGE PORT, WEST AND NORTH TO AND INCLUDING THE CUL-DE-SACS; ON RIDGE PORT COURT (LOTS 22 THROUGH 27, BLOCK A), FROM THE WEST LINE OF RIDGE PORT, WEST TO AND INCLUDING THE CUL-DE-SAC; AND ON RIDGE PORT COURT (LOTS 20 THROUGH 29, BLOCK B) FROM THE EAST LINE OF RIDGE PORT, EAST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON DRIFTWOOD AND RIDGE PORT (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) 472-84708 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON DRIFTWOOD FROM THE WEST LINE OF LOT 1, BLOCK A, WEST TO THE WEST LINE OF RIDGE PORT; AND ON RIDGE PORT FROM THE SOUTH LINE OF DRIFTWOOD, SOUTH TO THE NORTH LINE OF LOT 28, BLOCK A AND ON TWO RIDGE PORT COURTS (LOTS 7 THROUGH 21, BLOCK A), FROM THE WEST LINE OF RIDGE PORT, WEST AND NORTH TO AND INCLUDING THE CUL-DE-SACS; ON RIDGE PORT COURT (LOTS 22 THROUGH 27, BLOCK A), FROM THE WEST LINE OF RIDGE PORT, WEST TO AND INCLUDING THE CUL-DE-SAC; AND ON RIDGE PORT COURT (LOTS 20 THROUGH 29, BLOCK B) FROM THE EAST LINE OF RIDGE PORT, EAST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON DRIFTWOOD AND RIDGE PORT (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) 472-84708 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Driftwood from the west line of Lot 1, Block A, west to the west line of Ridge Port; and on Ridge Port from the south line of Driftwood, south to the north line of Lot 28, Block A and on Two Ridge Port Courts (Lots 7 through 21, Block A), from the west line of Ridge Port, west and north to and including the cul-de-sacs; on Ridge Port Court (Lots 22 through 27, Block A), from the west line of Ridge Port, west to and including the cul-de-sac; and on Ridge Port Court (Lots 20 through 29, Block B) from the east line of Ridge Port, east to and including the cul-de-sac and that sidewalk be constructed on Driftwood and Ridge Port (south of 45th St. North, west of Hoover) 472-84708.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Four Hundred Ninety-Eight Thousand Dollars (\$498,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said

estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **March 1, 2008** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EDGE WATER ADDITION

Lots 2 through 27, Block A

Lots 14 through 29, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 27, Block A and Lots 14 through 29, Block B, EDGE WATER ADDITION shall each pay 1/42 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said

publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____,
2008.

ATTEST:

CARL BREWER, MAYOR

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 326 (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) 468-84353** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 326 (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) 468-84353** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-288** adopted on **May 8, 2007** and Resolution No. **07-450** adopted on **August 8, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 326 (south of 45th St. North, west of Hoover) 468-84353**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Million Four Hundred Fifty Thousand Dollars (\$1,450,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EDGE WATER ADDITION

Lots 1 through 119, Block A

Lots 1 through 42, Block B

Lots 1 through 54, Block C

Lots 1 through 67, Block D

Lot 1, Block E

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, Lots 28 through 82, Block A, Lots 1 through 13, Block B, Lots 30 through 42, Block B, Lots 14 through 39, Block C, and Lots 52 through 67, Block D, EDGE WATER ADDITION shall each pay 22/5591 of the total cost of the improvements; Lots 2 through 27, Block A and Lots 14 through 29, Block B, EDGE WATER ADDITION shall each pay 9/5591 of the total cost of the improvements; Lots 83 through 89, Block A and Lot 40, Block C, EDGE WATER ADDITION

shall each pay 20/5591 of the total cost of the improvements; Lots 90 through 119, Block A and Lots 41 through 54, Block C, EDGE WATER ADDITION, shall each pay 27/5591 of the total cost of the improvements; Lots 1 through 12, Block C and Lots 1 through 48, Block D, EDGE WATER ADDITION, shall each pay 17/5591 of the total cost of the improvements; Lot 13, Block C and Lots 49 through 51, Block D, EDGE WATER ADDITION shall each pay 15/5591 of the total cost of the improvements; and Lot 1, Block E, EDGE WATER ADDITION shall each pay 57/5591 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of ____ 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90381 (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90381 (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90381 (south of 45th St. North, west of Hoover).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Six Thousand Dollars (\$106,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EDGE WATER ADDITION

Lots 2 through 27, Block A

Lots 14 through 29, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 27, Block A and Lots 14 through 29, Block B, EDGE WATER ADDITION shall each pay 1/42 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

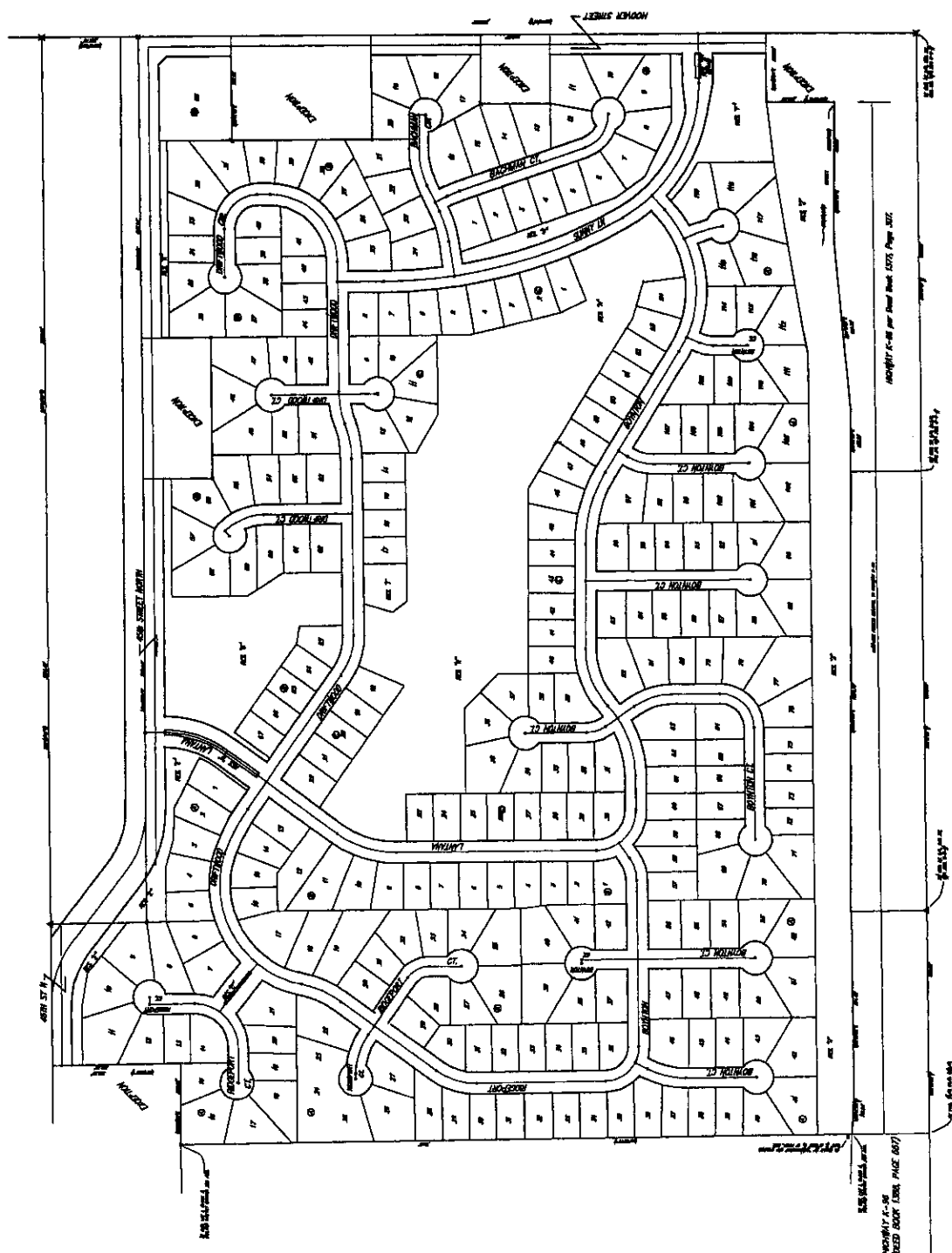
SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)




Engineering Company, P.A.
 1000 North Main Street, Suite 100
 Minneapolis, Minnesota 55401
 Phone: (612) 338-1111
 Fax: (612) 338-1112

EDGEWATER ADDITION

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE: ☐ To Initiate Project ☒ To Revise Project

1. Prepare in triplicate

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 3/19/2008	4. Project Description & Location Water Distribution System in Edge Water Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		\$106,000		\$106,000
Other				
Totals		\$106,000		\$106,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and adopt the Resolution				

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:
100% Petition
* Water Utility
448-90381

Division Head <i>Jan Rameau</i>	Department Head <i>Ed M. Ca.</i>	Budget Officer <i>Patricia Hill</i>	City Manager <i>3/28/08</i>
Date	Date	Date	Date

RECEIVED

12

PAVING PETITION

(Phase 6)

FEB 28 '08

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

EDGE WATER ADDITION

Lots 2 through 27, Block A

Lots 14 through 29, Block B

472-84708

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on Driftwood from the west line of Lot 1, Block A, west to the west line of Ridge Port; and on Ridge Port from the south line of Driftwood, south to the north line of Lot 28, Block A.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That there be constructed pavement on two Ridge Port Cts. (Lots 7 through 21, Block A), from the west line of Ridge Port, west and north to and including the cul-de-sacs; on Ridge Port Ct. (Lots 22 through 27, Block A), from the west line of Ridge Port, west to and including the cul-de-sac; and on Ridge Port Ct. (Lots 20 through 29, Block B) from the east line of Ridge Port, east to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

That sidewalk be constructed on Driftwood and Ridge Port according to plans and specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being Four Hundred Ninety-Eight Thousand Dollars (\$498,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after March 1, 2008.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs in the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 2 through 27, Block A, and Lots 14 through 29, Block B, EDGE WATER ADDITION shall each pay 1/42 of the total cost of the improvements.

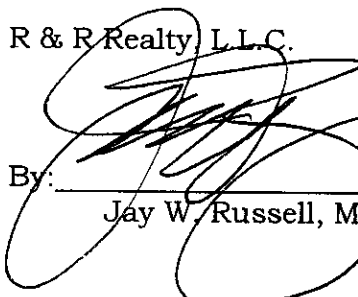
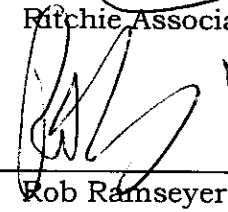
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the

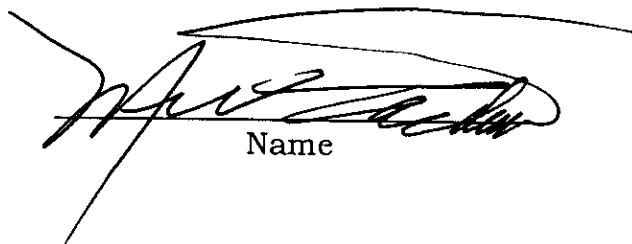
Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>EDGE WATER ADDITION</u> Lots 2 through 27, Block A Lots 14 through 29, Block B	R & R Realty, L.L.C.  By: _____ Jay W. Russell, Manager 2/19/08	
	Ritchie Associates, Inc., Manager  By: _____ Rob Ramseyer, Vice-President 2/26/08	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 28 day of February
2008.




Deputy City Clerk

FEB 28 '08

STORM WATER DRAIN PETITION**CITY CLERK OFFICE
REVISED**

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

EDGE WATER ADDITION

Lots 1 through 119, Block A
Lots 1 through 42, Block B
Lots 1 through 54, Block C
Lots 1 through 67, Block D
Lot 1, Block E

SWD 326

468-84353

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the improvements is One Million Four Hundred Fifty Thousand Dollars (\$1,450,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after June 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to

(South of
45th St
North,
West of
Hoover)

redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the storm water drain for which the improvement district is liable shall be on a fractional basis.

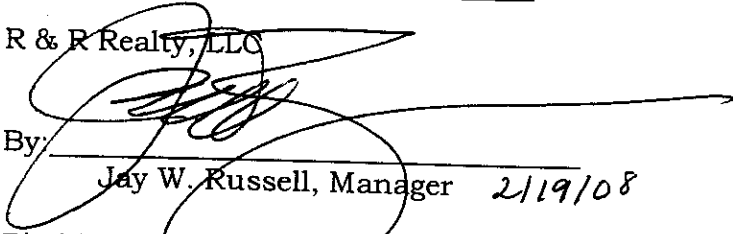
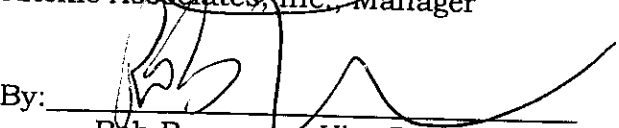
The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, and Lots 28 through 82, Block A, Lots 1 through 13, Block B, Lots 30 through 42, Block B, Lots 14 through 39, Block C, and Lots 52 through 67, Block D, EDGE WATER ADDITION shall each pay 22/5591 of the total cost of the improvements; Lots 2 through 27, Block A, and Lots 14 through 29, Block B, EDGE WATER ADDITION shall each pay 9/5591 of the total cost of the improvements; Lots 83 through 89, Block A, and Lot 40, Block C, EDGE WATER ADDITION shall each pay 20/5591 of the total cost of the improvements; Lots 90 through 119, Block A, and Lots 41 through 54, Block C, EDGE WATER ADDITION shall each pay 27/5591 of the total cost of the improvements; Lots 1 through 12, Block C, and Lots 1 through 48, Block D, EDGE WATER ADDITION shall each pay 17/5591 of the total cost of the improvements; Lot 13, Block C, and Lots 49 through 51, Block D, EDGE WATER ADDITION shall each pay 15/5591 of the total cost of the improvements; and Lot 1, Block E, EDGE WATER ADDITION shall pay 57/5591 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

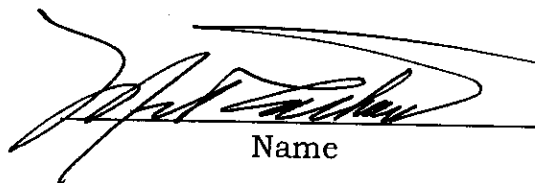
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>EDGE WATER ADDITION</u>		
Lots 1 through 119, Block A	R & R Realty, LLC	
Lots 1 through 42, Block B		
Lots 1 through 54, Block C	By: Jay W. Russell, Manager	2/19/08
Lots 1 through 67, Block D	Ritchie Associates, Inc., Manager	
Lot 1, Block E		
	By: Rob Ramseyer, Vice President	2/26/08

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

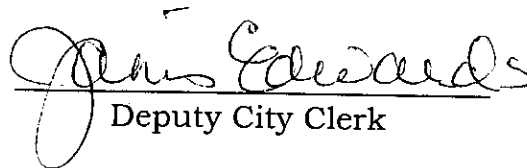

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 28 day of February
2008.




Deputy City Clerk

RECEIVED 11

WATER DISTRIBUTION SYSTEM PETITION

(Phase 6)

FEB 28 '08

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

448-90381

EDGE WATER ADDITION

Lots 2 through 27, Block A
Lots 14 through 29, Block B

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Six Thousand Dollars (\$106,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 through 27, Block A, and Lots 14 through 29, Block B, EDGE WATER ADDITION shall each pay 1/42 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

EDGE WATER ADDITION

Lots 2 through 27, Block A
Lots 14 through 29, Block B

R & R Realty, L.L.C.

By: 

Jay W. Russell, Manager 2/19/08

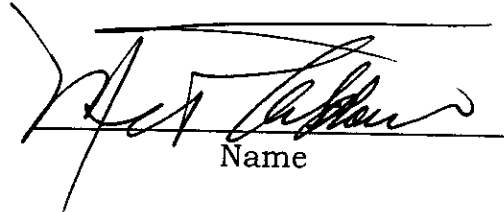
Ritchie Associates, Inc., Manager

By: 

Rob Ramseyer, Vice-President 2/26/08

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

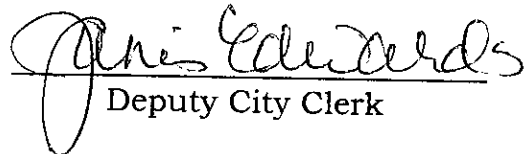

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 28 day of February
2008.




Deputy City Clerk

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				USE: To Initiate Project <input checked="checked" type="checkbox"/> X To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.	
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 3/19/2007	4. Project Description & Location Pave Driftwood, etc in Edge Water Addition				
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date				
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised				
As Required							
12. Project Cost Estimate							
ITEM	GO	SA	OTHER *	TOTAL			
Right of Way							
Paving, grading & const.		\$498,000		\$498,000			
Bridge & Culverts							
Drainage							
Sanitary Sewer							
Sidewalk							
Water							
Traffic Signals							
Totals		\$498,000		\$498,000			
Total CIP Amount Budgeted							
Total Prelim. Estimate							
13. Recommendation: Approve the petition and adopt the resolution							
Division Head <i>Jan Remoser</i>		Department Head <i>Clark M. Co.</i>		Budget Officer <i>Catherine A. Hill</i>		City Manager	
				Date 3/28/08		Date	

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Petitions to Pave Lorraine and construct a Water Distribution System along Lorraine, between 26th Street and 27th Street (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petitions.

Background: On October 2, 2007, the City Council approved Petitions to pave Lorraine Street and construct a water distribution system along Lorraine Street between 26th and 27th Streets North. The developer has submitted new Petitions to modify the method of assessment from the square foot basis to the fractional basis so each building site will have an equal share of the cost. The signature on the new Petitions represents 100% of the improvement districts.

Analysis: The projects will serve a new infill residential development along Lorraine, between 26th and 27th Streets.

Financial Considerations: The existing project budgets are unchanged.

Goal Impact: The projects address the Efficient Infrastructure goal by providing public improvements needed for new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, Petitions and Resolutions.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **LORRAINE** FROM THE SOUTH LINE OF 27TH ST. NORTH TO THE SOUTH LINE OF THE PROPOSED CUL-DE-SAC IN EXISTING 26TH ST. NORTH RIGHT-OF-WAY (NORTH OF 26TH ST. NORTH, WEST OF HILLSIDE) 472-84603 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **LORRAINE** FROM THE SOUTH LINE OF 27TH ST. NORTH TO THE SOUTH LINE OF THE PROPOSED CUL-DE-SAC IN EXISTING 26TH ST. NORTH RIGHT-OF-WAY (NORTH OF 26TH ST. NORTH, WEST OF HILLSIDE) 472-84603 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-545** adopted on **October 2, 2007**, is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **Lorraine** from the south line of 27th St. North to the south line of the proposed cul-de-sac in existing 26th St. North right-of-way (north of 26th St. North, west of Hillside) **472-84603**.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **One Hundred Forty-Five Thousand Dollars (\$145,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2007** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

AGEE-HUNTER ADDITION

- Tract 1: Lot 6 Except the North 2 Feet, Block 4
- Tract 2: The North 2 Feet of Lots 6 and the South 48 Feet of Lot 7, Block 4
- Tract 3: The North 14 Feet of Lot 7 and the South 36 Feet of Lot 8, Block 4
- Tract 4: The North 26 Feet of Lot 8 and the South 24 Feet of Lot 9, Block 4
- Tract 5: The North 38 Feet of Lot 9 and the South 12 Feet of Lot 10, Block 4
- Tract 6: Lot 10 Except for the South 12 Feet, Block 4

BRUCE JONES ADDITION

- Tract 7: Lot 2 Except the South 6 Feet, Block 2
- Tract 8: Lot 3 and the South 6 Feet of Lot 2, Block 2

CHAUTAUQUA ADDITION

- Tract 9: Lot 2, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: with each tract described above paying **(1/9th)** of the total cost assessed to the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90328 (NORTH OF 26TH ST. NORTH, WEST OF HILLSIDE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90328 (NORTH OF 26TH ST. NORTH, WEST OF HILLSIDE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-544** adopted on **October 2, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90328 (north of 26th St. North, west of Hillside)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Thirty-Two Thousand Dollars (\$32,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2006**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

AGEE-HUNTER ADDITION

- Tract 1: Lot 6 Except the North 2 Feet, Block 4
- Tract 2: The North 2 Feet of Lot 6 and the South 48 Feet of Lot 7, Block 4
- Tract 3: the North 14 Feet of Lot 7 and the South 36 Feet of Lot 8, Block 4
- Tract 4: The North 26 feet of Lot 8 and the South 24 Feet of Lot 9, Block 4
- Tract 5: The North 38 feet of Lot 9 and the South 12 Feet of Lot 10, Block 4
- Tract 6: Lot 10 Except for the South 12 Feet, Block 4

BRUCE JONES ADDITION

- Tract 7: Lot 2 Except for the South 6 Feet, Block 2
- Tract 8: Lot 3 and the South 6 Feet of Lot 2, Block 2

CHAUTAUQUA ADDITION

- Tract 9: Lot 2, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement district for which the improvement district shall be liable shall be on a fractional basis: with each tract described above paying (**1/9th**) of the total cost assessed to the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

1	2
4	3
1	10
2	9
3	8
4	7
5	6

CHAUTAUQUA

HILLSIDE

1	14	LORRAINE	6	1
2	13		5	
3	12		4	
4	11		3	
5	10		2	
6	9			
7	8			

RECEIVED

FEB 06 '08

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Agee-Hunter Addition

- Tract 1: Lot 6 Except the North 2 Feet, Block 4
- Tract 2: The North 2 Feet of Lot 6 and the South 48 Feet of Lot 7, Block 4
- Tracts 3: The North 14 Feet of Lot 7 and the South 36 Feet of Lot 8, Block 4
- Tract 4: The North 26 Feet of Lot 8 and the South 24 Feet of Lot 9, Block 4
- Tract 5: The North 38 Feet of Lot 9 and the South 12 Feet of Lot 10, Block 4
- Tract 6: Lot 10 Except for the South 12 Feet, Block 4

Bruce Jones Addition

- Tract 7: Lot 2 Except for the South 6 Feet, Block 2
- Tract 8: Lot 3 and the South 6 Feet of Lot 2, Block 2

Chautauqua Addition

- Tract 9: Lot 2, Block 1

472-84603

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed pavement on **Lorraine** from the south line of 27th St. N to the south line of the proposed cul-de-sac in existing 26th St N ROW. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being **One Hundred Forty Five Thousand Dollars (\$145,000)**, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **February 1, 2007**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to

the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: with each tract described above paying (1/9th) of the total cost assessed to the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

Bruce Jones Addition

LOTS 2 & 3, BLOCK 2	MENN HOUSING & REHAB SERVICES <i>Andrew L. Bras Pres/CEO</i>
---------------------	---

Agee-Hunter Addition

LOTS 6-10, BLOCK 4	MENN HOUSING & REHAB SERVICES <i>Andrew L. Bras Pres/CEO</i>
--------------------	---

Chautauqua Addition

LOT 2, BLOCK 1	MENN HOUSING & REHAB SERVICES <i>Andrew L. Bras Pres/CEO</i>
----------------	---

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Mellis
Name

455 N Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 6 day of February, 2008.

John Edwards
Deputy City Clerk

RECEIVED

FEB 06 '08

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Agee-Hunter Addition

- Tract 1: Lot 6 Except the North 2 Feet, Block 4
- Tract 2: The North 2 Feet of Lot 6 and the South 48 Feet of Lot 7, Block 4
- Tracts 3: The North 14 Feet of Lot 7 and the South 36 Feet of Lot 8, Block 4
- Tract 4: The North 26 Feet of Lot 8 and the South 24 Feet of Lot 9, Block 4
- Tract 5: The North 38 Feet of Lot 9 and the South 12 Feet of Lot 10, Block 4
- Tract 6: Lot 10 Except for the South 12 Feet, Block 4

Bruce Jones Addition

- Tract 7: Lot 2 Except for the South 6 Feet, Block 2
- Tract 8: Lot 3 and the South 6 Feet of Lot 2, Block 2

Chautauqua Addition

- Tract 9: Lot 2, Block 1

448-90328

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being **Thirty Two Thousand dollars (\$32,000)** exclusive of the cost of interest on borrowed money, with **100%** percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after **December 1, 2006**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **fractional** basis: with each tract described above paying (1/9th) of the total cost assessed to the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

Agee-Hunter Addition

LOTS 6-10, BLOCK 4	MENN HOUSING & REHAB SERVICE <i>Andrew L. Bras Pres/CEO</i>
--------------------	--

Bruce Jones Addition

LOTS 2 & 3, BLOCK 2	MENN HOUSING & REHAB SERVICE <i>Andrew L. Bras Pres/CEO</i>
---------------------	--

Chautauqua Addition

LOT 2, BLOCK 1	MENN HOUSING & REHAB SERVICE <i>Andrew L. Bras Pres/CEO</i>
----------------	--

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Mellies
Name

455 N Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 6 day of February 2008.



Joni Edwards
Deputy City Clerk

**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council Members

SUBJECT: Petition for Sanitary Sewer in Woods Addition (east of 151st St. West, north of Maple) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On February 14, 2006, the City Council approved a petition to construct a sanitary sewer system for Woods Addition. The developer has submitted a new Petition to add a main benefit fee to the petition budget. The signature on the Petition represents 100% of the improvement district.

Analysis: The project will provide sanitary sewer service for a new residential development located east of 151st St. West, north of Maple.

Financial Considerations: The existing Petition totals \$426,000. The new Petition totals \$477,819. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewers required for a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 56, COWSKIN INTERCEPTOR SEWER (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 468-84129** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING **LATERAL 56, COWSKIN INTERCEPTOR SEWER (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 468-84129** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That Resolution No. **06-076** adopted on **February 14, 2006**, Resolution No. **06-077** adopted on **February 14, 2006** and Resolution No. **07-674** adopted on **December 4, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 56, Cowskin Interceptor Sewer (east of 151st St. West, north of Maple) 468-84129** in the City of Wichita, Kansas.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be **Four Hundred Twenty-Six Thousand Dollars (\$426,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2005**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Fifty-One Thousand Eight Hundred Nineteen Dollars (\$51,819).

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE WOODS ADDITION

Lots 1 through 12, Block A

Lots 14 through 53, Block B

Lots 1 through 29, Block C

Lots 1 through 14, Block D

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 12, Block A, Lots 14 through 53, Block B, Lots 1 through 29, Block C, and Lots 1 through 14, Block D, THE WOODS ADDITION, shall each pay 1/95 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

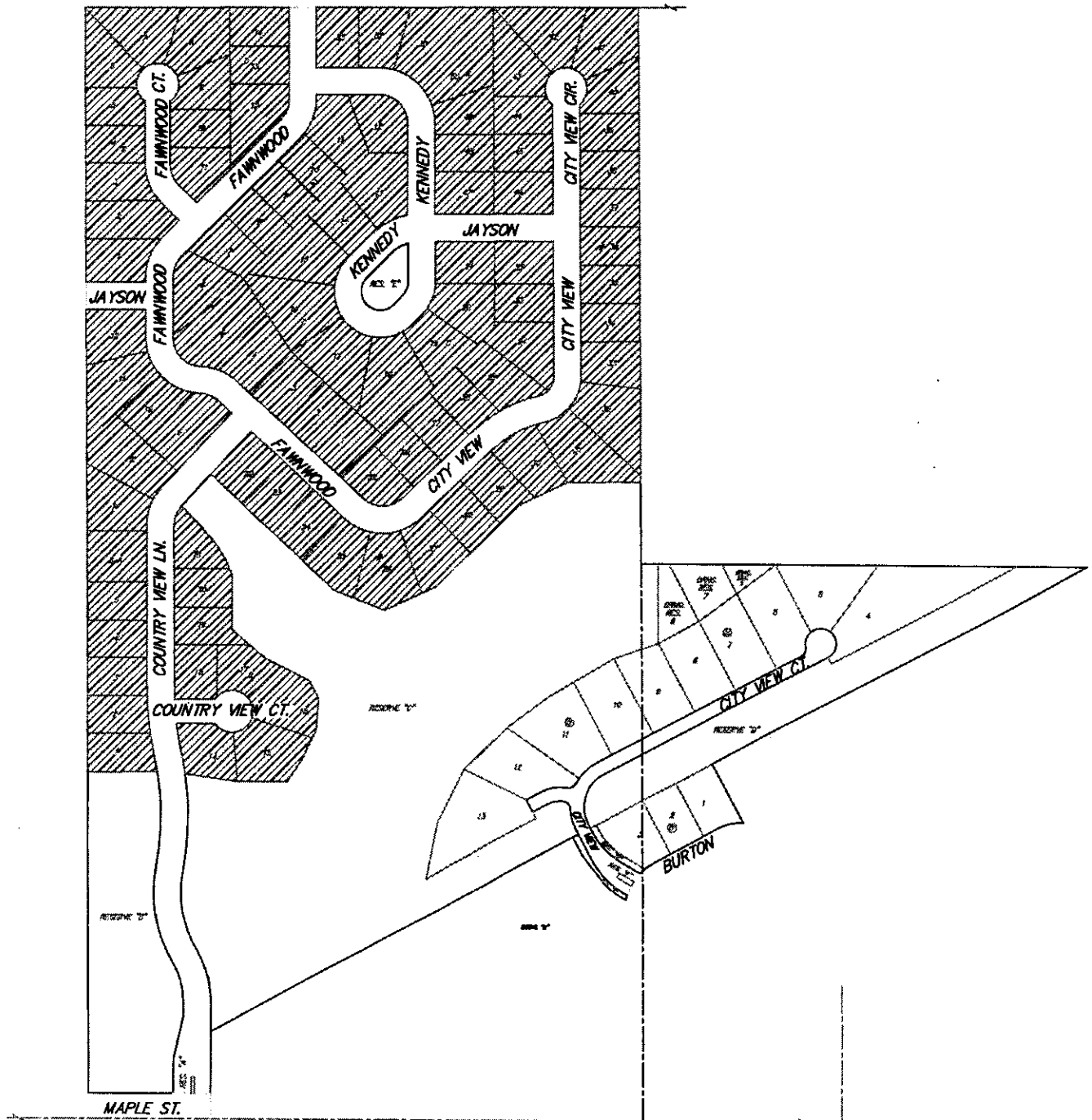
CARL BREWER, MAYOR

ATTEST:

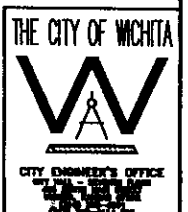
KAREN SUBLETT, CITY CLERK

(SEAL)

THE WOODS ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

- USE:
1. Prepare in triplicate
 2. Send original & 2 copies to budget.
 3. City Manager to sign all copies.
 4. File original w/ initiating resolution in City Clerk.
 5. Return 2nd copy to initiating department.
 6. Send 3rd copy to Controller.

To Initiate Project	
To Revise Project	X

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 3/26/2008	4. Project Description & Location Sanitary Sewer for Woods Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$477,819	
Sidewalk			
Water			
Other			
Totals		\$477,819	
Total CIP Amount Budgeted			\$477,819
Total Prelim. Estimate			
13. Recommendation: Approve the petition and adopt the Resolution			

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Sanitary Sewer Utility

Lateral 56, CIS

468-84129

Division Head	Department Head	Budget Officer	City Manager
<i>Jan Amos</i>	<i>Bob Mc</i>	<i>Catherine H</i>	<i>Catherine H</i>
		Date	Date
		3/28/08	

SANITARY SEWER PETITION

(PHASE 1 and 2)

RECEIVED

MAR 13 '08

REVISED

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE 448-84129

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

THE WOODS ADDITION

Lots 1 through 12, Block A
Lots 14 through 53, Block B
Lots 1 through 29, Block C
Lots 1 through 14, Block D

Lateral 56,
CIS
468-84129

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.
- (b) That the estimated and probable cost of the lateral sanitary sewer is Four Hundred Twenty-Six Thousand Dollars (\$426,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after November 1, 2005.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Fifty-One Thousand Eight Hundred Nineteen Dollars (\$51,819).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction

does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 12, Block A, Lots 14 through 53, Block B, Lots 1 through 29, Block C, and Lots 1 through 14, Block D, THE WOODS ADDITION shall each pay 1/95 of the total cost of the improvements.

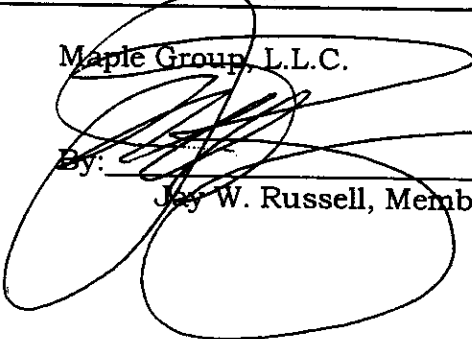
In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

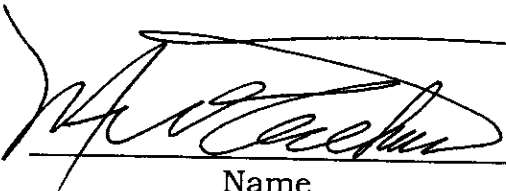
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>THE WOODS ADDITION</u>		
Lots 1 through 12, Block A	Maple Group, L.L.C.	
Lots 14 through 53, Block B		
Lots 1 through 29, Block C	By: 	
Lots 1 through 14, Block D	Jay W. Russell, Member	3/11/08

AFFIDAVIT

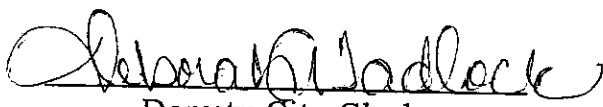
The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 13th day of March
2008.


Deputy City Clerk



**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council
SUBJECT: Community Events (District I)
INITIATED BY: Division of Arts & Cultural Services
AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Brad Pittman, Wichita State University Athletic Department is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Learjet Celebrating 45 years of Flight Fireworks Celebration, April 18, 2008 9:15 pm – 9:30 pm
§ 21st Street North, Oatman Drive to Oliver

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Waterfront Residential Addition (north of 13th Street North, east of Greenwich) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, Waterfront Residential Co., LLC, platted Waterfront Residential Addition and has submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in an improvement district for a sanitary sewer lateral project. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: One original and 14 copies of the Respread Agreement.

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

WATERFRONT RESIDENTIAL CO., LLC

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Improvements in the area east of Webb Road, on the north side of 13th Street, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of improvement districts; and desires that a reassessment be made; and

WHEREAS, Party of the Second Part has platted Waterfront Residential Addition; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Key Number MI-50-2 and Key Number C0070901UP were part of the improvement district for the following city projects:

Sanitary Sewer – Project No. 468-84124
2. The Parties agree to make a reassessment for said projects in the following manner:

Lots 1 through 64, Block 1, Lots 1 through 4, Block 2, and Lots 1 through 5, Block 3, Waterfront Residential Addition shall pay 100% of the original total cost apportioned based on equal fractions (1/73).
3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.
4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2007.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor
Party of the First Part

Approved as to form:

Attest:

Dary E. Releventy, Jr. BKM
Director of Law

City Clerk

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this ____ day of _____, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

WATERFRONT RESIDENTIAL CO., LLC
A Kansas Limited Liability Company

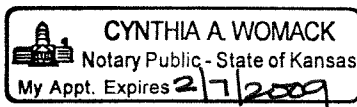
By: _____

Rob Ramseyer, Vice President
Ritchie Development Corporation, Manager

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 21 day of September, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rob Ramseyer, Vice President, Ritchie Development Corporation, Manager, Waterfront Residential Co., LLC, a Kansas Limited Liability Company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2009

**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Cedar View Village Addition (north of Lincoln Street, east of Greenwich Road) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, BGS Companies, Inc., platted Cedar View Village Addition and has submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in an improvement district for paving, sanitary sewer, storm water sewer, and water distribution system projects. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: One original and 14 copies of the Respread Agreement.

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

BGS COMPANIES, INC.

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Improvements in the area north of Lincoln Street, and east of Greenwich Road, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of improvement districts; and desires that a reassessment be made; and

WHEREAS, Party of the Second Part has replatted part of Woodland Lakes Community Church Addition; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lot 1, Block 1, Woodland Lakes Community Church Addition was part of the improvement district for the following city projects:

Sewer Improvements – Cert# A1722 Code 1403, County Specials
Paving – Project #472-82696
Sanitary Sewer – Project #468-83222
Storm Water Sewer – Project #468-83194
Water Distribution System – Project #448-89527

2. The Parties agree to make a reassessment for said projects in the following manner:

Lots 1 through 12, Block 1, and Lots 1 through 17, Block 2, Cedar View Village Addition shall pay 32.2% of the original total cost apportioned based on the following fractions:

Lots 1 through 5, Block 1; and Lots 12 through 17, Block 2; Cedar View Village Addition shall each pay 212/10,000; and

Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; Cedar View Village Addition shall each pay 426/10,000.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.
4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.
5. The Part of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

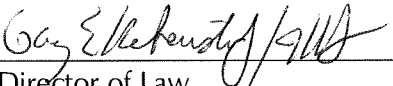
IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2008.

THE CITY OF WICHITA, KANSAS

 Carl Brewer, Mayor
 Party of the First Part

Approved as to form:

Attest:



 Director of Law

 City Clerk

STATE OF KANSAS }
 SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

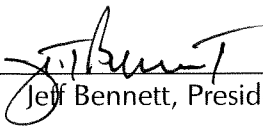
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

 Notary Public

(Seal)

My Appointment Expires: _____

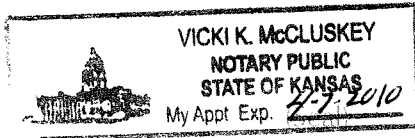
BGS COMPANIES, INC.

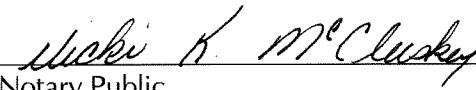
By: 
Jeff Bennett, President

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 24 day of JANUARY, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Bennett, President, BGS Companies, Inc., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.




Notary Public

My Appointment Expires: 4-7-2010

City of Wichita
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Change Order: Central Corridor Railroad Improvement (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 8, 2005, the City Council approved a construction contract with Dondlinger & Sons, Inc. to construct Central Corridor Railroad Improvements. After the work began and due to a change in the track signal system, it was determined that 891 feet of track that was to have been owned by the Union Pacific Railroad Company will be owned by the BNSF Railroad Company. The original contract agreements required the City to reimburse the BNSF an amount of about \$93,3000 for track construction. Constructing the work as part of the City's contract with Dondlinger & Sons, Inc. rather than BNSF installing the tracks and being reimbursed by the City results in a savings of approximately \$15,000.

Analysis: A Change Order has been prepared for the additional work. Funding is available within the project budget.

Financial Considerations: The cost of the additional work is \$78,272, with the total paid by a combination of City-at-Large funds, Federal grants, KDOT System Enhancement Funds and railroad funds. The original contract amount is \$57,444,085. This Change Order plus previous Change Orders represents 02.02% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving east-west traffic flow and safety through the core area.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachment: Change Order.



PUBLIC WORKS-ENGINEERING

March 19, 2008
CHANGE ORDER

To: Dondlinger & Sons Construction Company, Inc.
Change Order No.: 6
Purchase Order No.: 500601
CHARGE TO OCA No.: 715235

Project: Central Corridor Railroad Grade Separation
Project No.: 87N-0160-01/472-84071
OCA No.: 715235/620431/636143
PPN: 242235/665551/775537

Please perform the following extra work at a cost not to exceed \$78,272.00:

Construct 891 feet of Union Pacific Railroad (UPRR) Main Track between 15th and 17th Streets. Utilize materials salvaged from the old Temporary Main Track, and construct under the same specifications being used for New BNSF Mainline 2.

Plan Sheet R3.15 showed this section of track to be constructed by UPRR, and it was to be paid on a force account basis under a separate agreement with the City. A change in the Railroad Signal plans changed final ownership of this section of track to BNSF Railway, Inc., so it must now be constructed under this contract. The net cost savings to the City is over \$15,000.00.

CIP Budget Amount: \$61,250,000.00 (715235),	Original Contract Amt.: \$57,444.084.60
\$235,000.00 (620431), \$275,000.00 (636143)	
Consultant: HNTB & TranSystems	Current CO Amt.: \$78,272.00
Total Exp. & Encum. To Date: \$58,263,410.19	Amt. of Previous CO's: \$1,081,213.58
CO Amount: \$78,272.00	Total of All CO's: \$1,159,485.58
Unencum. Bal. After CO: \$2,908,317.81	% of Orig. Contract / 25% Max.: 2.02%
	Adjusted Contract Amt.: \$58,603,570.18

Recommended By:

Approved:

Michael G. Jacobs, P.E. Date
Projects Engineer

Jim Armour, P.E. Date Special
City Engineer

Approved:

Approved:

Contractor Date

Chris Carrier, P.E. Date
Director of Public Works

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Vacant Land at 135th Street West and 31st Street South for the Mid-Continent Interceptor Sanitary Sewer Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: On December 19, 2006, City Council approved the funding and installation of new water mains where development is occurring and in areas where future growth is anticipated. One such area is in Southwest Wichita near Mid-Continent Airport, more specifically, a half-mile south of Pawnee between Tyler Road and 135th Street West. Phase one of the proposed line is approximately 3-miles long. It is necessary to acquire a sanitary sewer easement from eight parcels within this corridor. This particular acquisition is from a 75-acre agricultural tract located in the east half of the Southwest Quarter of Section 1, Township 28 South, Range 2 West.

Analysis: A 50-foot wide easement consisting of 1.50-acres and a 150-foot temporary construction easement consisting of 4.49-acres are required. The owner accepted the appraised offer \$5,115 which included compensation for both easements and crop damages. The land values were based on percentage of the fee value of \$8,000 an acre.

Financial Considerations: \$6,000 is requested budget for the acquisition. \$5,115 towards the purchase price and \$885 for closing costs and title insurance. The funding source is future revenue bonds and/or Water Utility cash reserves.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure and provide reliable, compliant and secure utilities.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget expenditure and Real Estate Purchase Contract and 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement and aerial map.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 27 day of March, 2008 by and between Georgia L Seraphin Living Revocable Trust dated April 30, 1997, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a permanent easement and temporary construction easement for the construction and maintenance of sanitary sewer in, upon under the following described tracts, to wit:

Permanent Easement:

A fifty (50) foot wide easement for sanitary sewer in the East Half of the Southwest Quarter of Section 1, Township 28 South, Range 2 West of the 6th P.M. in Sedgwick County, Kansas, being described as follows: The North 50 Feet of the East Half of the Southwest Quarter of Section 1, Township 28 South, Range 2 West of the 6th P.M. in Sedgwick County, KS, containing 1.50 acres, more or less.

Temporary Easement:

A one hundred fifty (150) foot wide temporary construction easement in the East Half of the Southwest Quarter of Section 1, Township 28 South, Range 2 West of the 6th P.M., Sedgwick County, KS, being described as follows: The South One Hundred Fifty (150) feet of the North Two Hundred (200) feet of the East Half of the Southwest Quarter of Section 1, Township 28 South, Range 2 West of the 6th P.M. in Sedgwick County, KS, containing 4.49 acres more or less.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described easements, any and all damages and or claims, the sum of Five Thousand One Hundred Fifteen Dollars and No Cents (\$5,115.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 31, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they

now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment

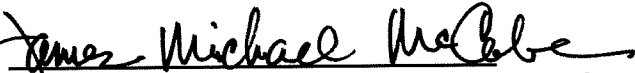
A. At any time prior to the closing of this agreement, the buyer, or its agents and assigns shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

10. Grantee, its contractors and assigns hereby agree to notify the owner and/or tenant the no later than sixty (60) days prior to construction.

11. Grantee, its contractors and assigns hereby agree to store the top soil in an area provided by the Grantor, and Grantee, its contractors and assigns will reinstall said topsoil appropriately.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



James Michael McCabe, Power of Attorney for
Georgia L. Seraphin, trustee of the Georgia L.
Seraphin Revocable Living Trust dated April 30, 1997

BUYER:

The City of Wichita, KS, a municipal corporation:

ATTEST:

Carl Brewer, Mayor

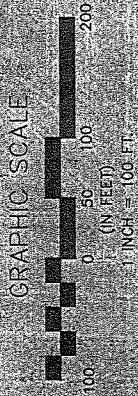
Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

150' Temp. Esmt.

50' Perm. Esmt.



SEAPHIN, GEORGIA L REVLNTR
191010310000100

SW 1/4, S1, T28S, R2W

SW 1/4 SEC. 1. TWP. 28 S. R. 2 W.

IL
4.

X AREA OF PROPOSED
PERM. EASEMENT

SUBJECT TRACT

IL - 5

IL - 4

THIS SHEET PREPARED UNDER SUPERVISION OF
NAME WARDEN, SEDGWICK COUNTY CLERK

CITY OF WICHITA
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 757 South Oliver for the Oliver, Harry to Kellogg Road Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 14, 2004, the City Council approved the Oliver Road improvements from Harry to Kellogg. The design concept is to replace the existing pavement on Oliver with a new five lane roadway, with four through lanes and a center two-way left turn lane. Left turn lanes would be provided at all four approaches to the intersection of Oliver and Harry. To accommodate the project, it is necessary to acquire ten to twenty-foot wide strips of land from eight properties abutting Oliver's west right-of-way line. Properties consist of commercial, single-family and multi-family. This particular acquisition is from 757 South Oliver, a single-family residential site.

Analysis: The proposed 500 square foot acquisition consists of the eastern 10 feet of the subject site. A 250 square foot temporary easement is necessary during construction. The site improvements will not be impacted as a result of the acquisition. The owner rejected the appraised value of \$820, or \$1.58 per square foot. Instead, the owner agreed to accept \$1,000 for the acquisition. The additional \$180 is compensation for a new landscaping buffer between the roadway and the improvements. This amount is reasonable and prudent.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,400 is requested. This includes \$1,000 for acquisition and \$400 for closing costs and title insurance.

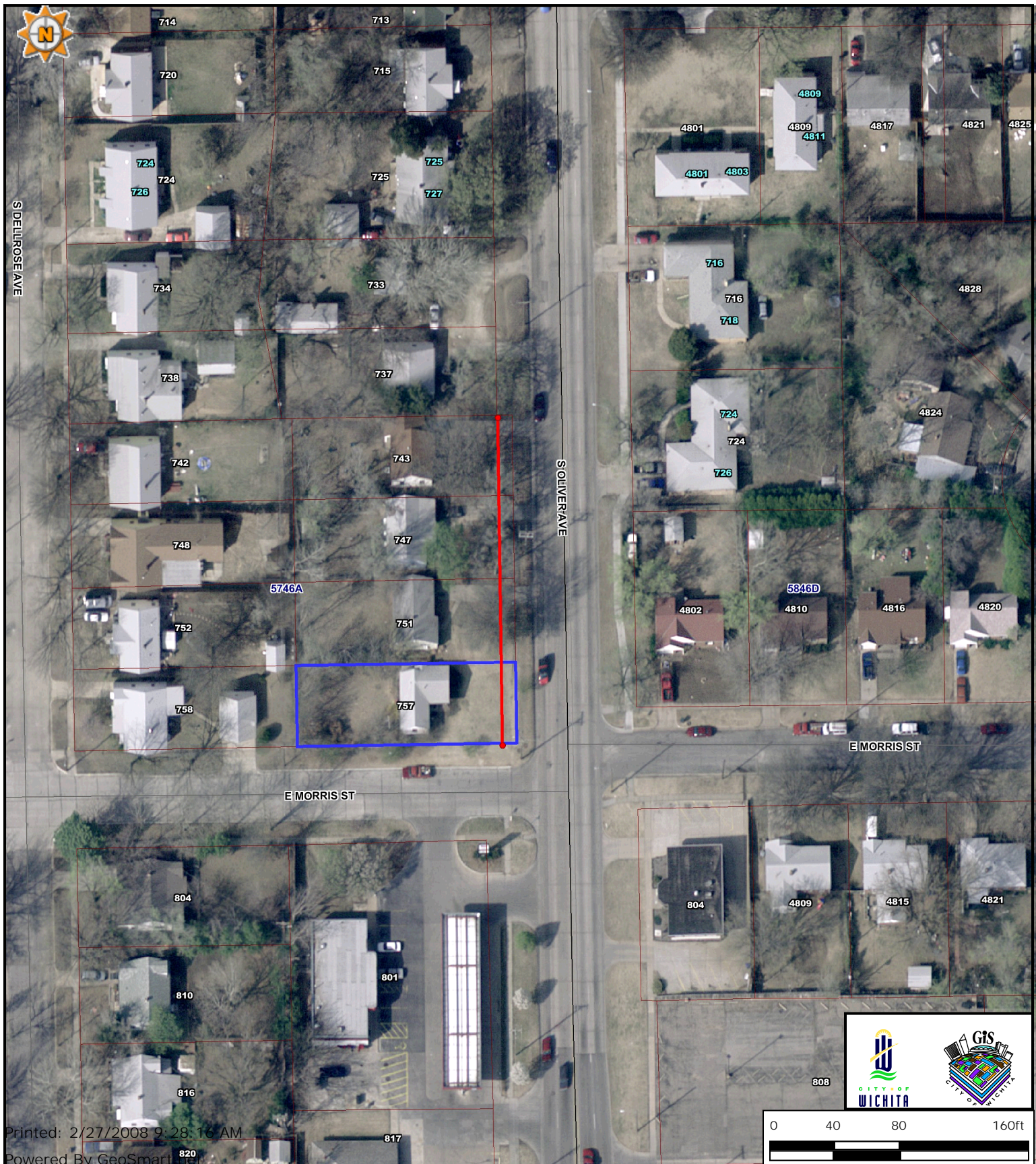
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial map and real estate purchase agreement.

757 South Oliver



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 26th day of March, 2008 by and between Patricia Stevenson, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

The East 10' of the South 50' of Lot 24, Block E, Brown's Sub on College Hill, NE1/4, Section 26, Township 27 South, Range 1 East.

2. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient temporary construction easement for the following described real property, situated in Sedgwick County, Kansas, to wit:

The West 5' of the East 15' of the South 50' of Lot 24, Block E, Brown's Sub on College Hill, NE1/4, Section 26, Township 27 South, Range 1 East.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, temporary construction easement and damages including but not limited to landscaping, the sum of One Thousand Dollars and No Cents (\$1,000.00) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer will order title at its cost.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 25, 2008.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on closing date.

9. In the event an Owners title insurance policy is furnished, the total cost of the

commitment to insure and the title insurance policy will be paid 0% by seller and 100 % by buyer. Buyer will pay 100% closing costs.


10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Patricia Stevenson

BUYER:

By Direction of the City Council

ATTEST:

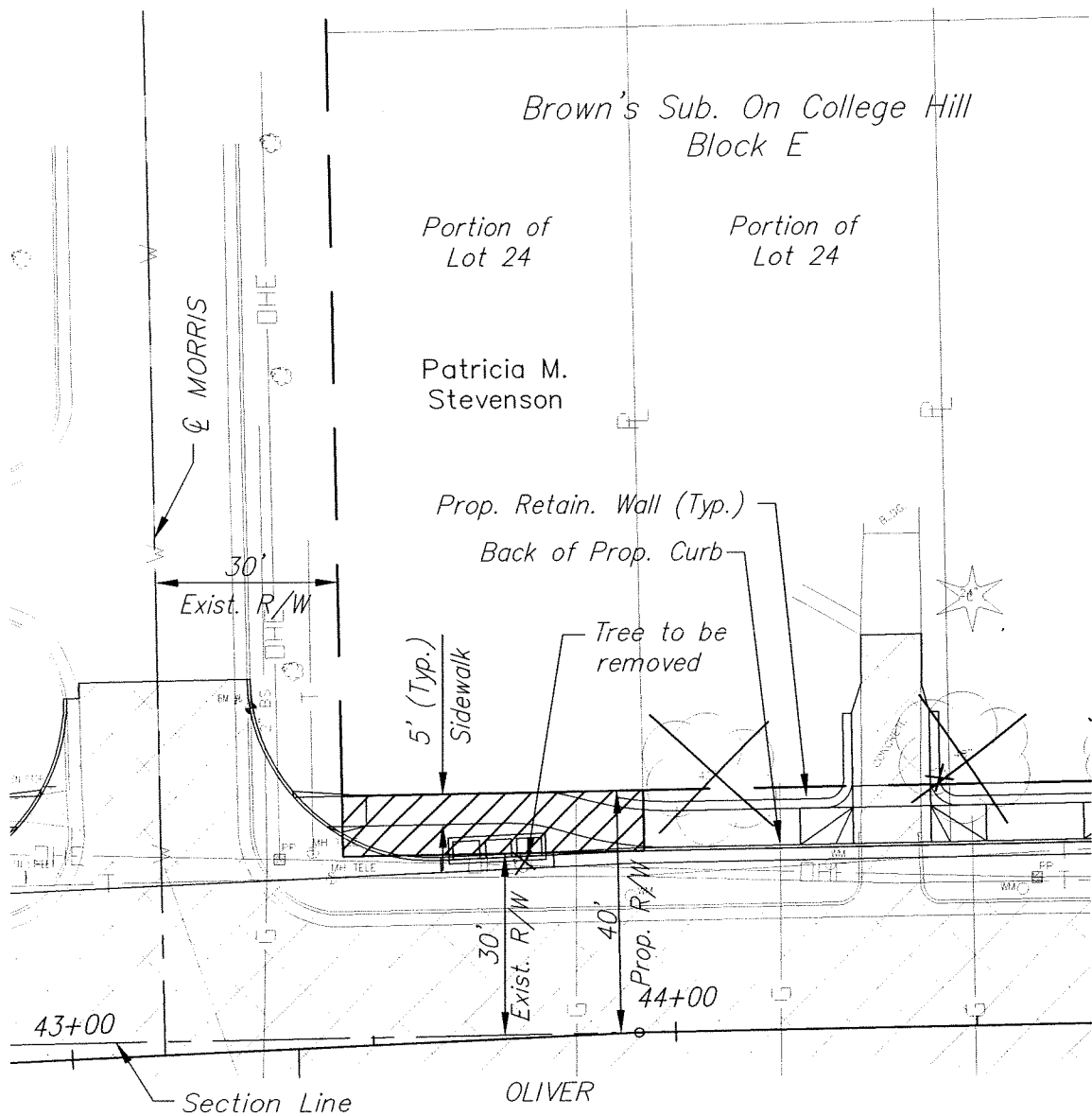
Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

EXHIBIT A



LEGAL DESCRIPTION:

Right of Way:

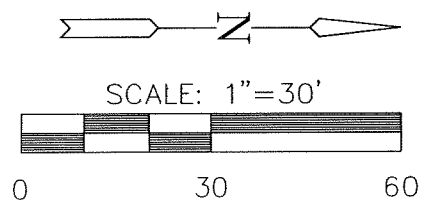
The East 10' of the South 50' of Lot 24,
Block E, Brown's Sub. On College Hill, NE
1/4, Sec. 26, T27S, R1E.

Owner:

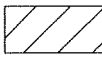

Patricia M. Stevenson
Att. Peabody State Bank
P.O. Box 131
Peabody, KS 66866

Property Identification:

C 12300007B



LEGEND:

-  Right of Way Take
= 500 Sq. Ft.
-  Pavement Removal

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**OLIVER STREET FROM
HARRY TO KELLOGG**

PROJECT NAME

RIGHT OF WAY TRACT MAP

SHEET TITLE

JRA
DESIGN BY:

JSB
DRAWN BY:

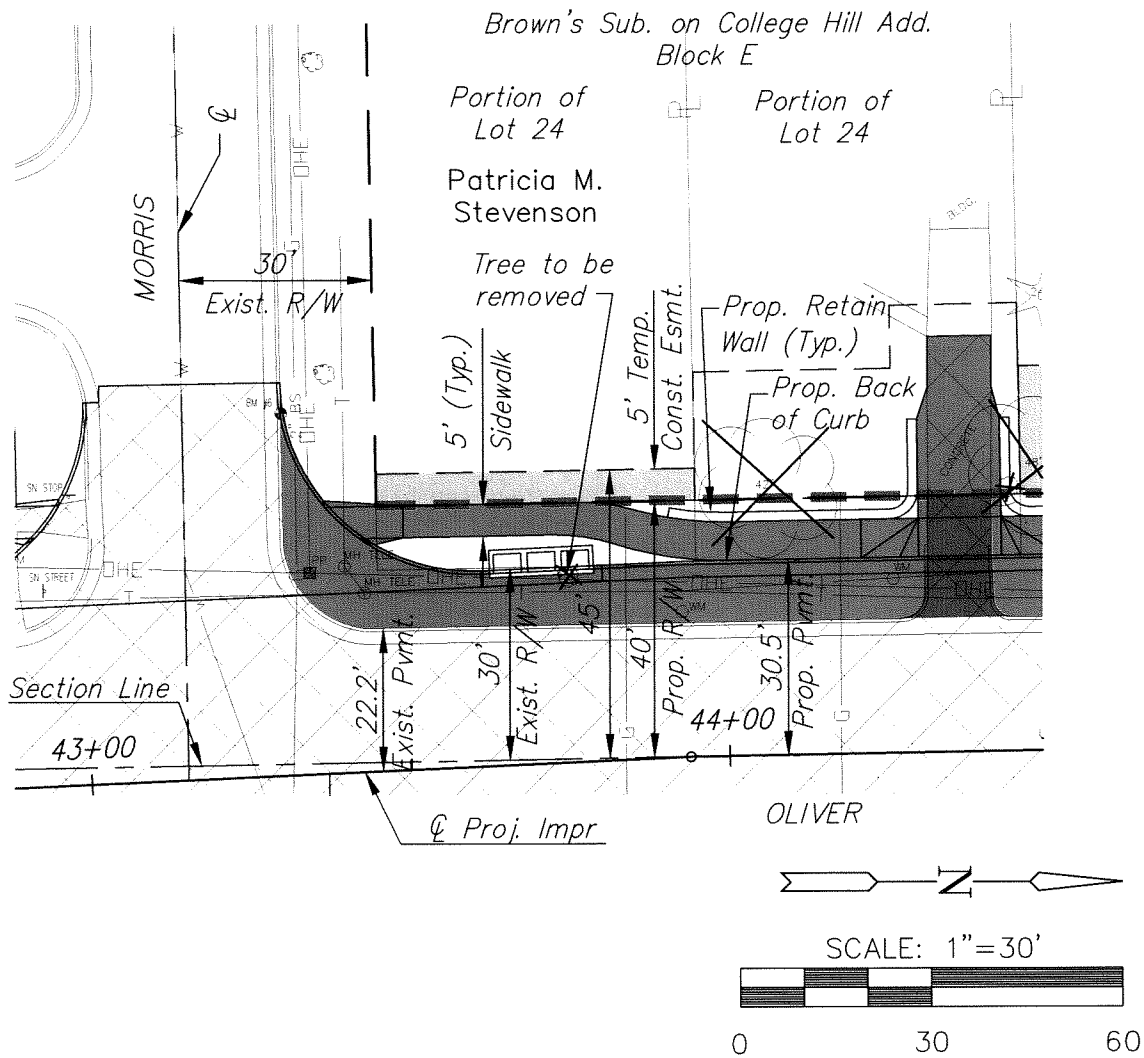
KJS
CHECKED BY:

OCT. 2007
DATE

04221 V2
JOB NO.

1 / 1
SHEET/OF

EXHIBIT B



LEGAL DESCRIPTION:

Temporary Construction Easement:

The West 5' of the East 15' of the South 50' of Lot 24, Block E, Brown's Sub. On College Hill, NE 1/4, Sec. 26, T27S, R1E.

LEGEND:

- Exist. street to be milled and overlaid
- Exist. drives, walks, and street to be removed and replaced
- Proposed Right of Way
- Property owners existing drive within Right-of-Way
- New street, drive and sidewalk
- Temporary Construction Easements = 250.0 sq. ft.

Owner:

Patricia M. Stevenson
Att. Peabody State Bank
P.O. Box 131
Peabody, KS 66866

Property Identification:

C 12300007B

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**OLIVER STREET FROM
HARRY TO KELLOGG**

PROJECT NAME

**TEMPORARY CONSTRUCTION
EASEMENT TRACT MAP**

SHEET TITLE

JRA

DESIGN BY:

OCT. 2007

DATE

JSB

DRAWN BY:

04221 V2

JOB NO.

KJS

CHECKED BY:

1 / 1

SHEET/OF



DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for March, 2008
DATE: April 1, 2008

The following claims were approved by the Law Department during the month of March, 2008:

Kansas Gas Service	\$1,134.49**
Mews HOA	\$ 137.77
Jim Park	\$ 733.00
John Turner	\$2,022.80
David Gallegos	\$ 169.00

**Settled for lesser amount than claimed

cc: Ed Flentje, Interim City Manager
Kelly Carpenter, Director of Finance

CITY OF WICHITA
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Transfer of Vacant Lot at 412 Mike Street to the City of Andover

INITIATED BY: Office of Property Management

AGENDA: Consent

-

Recommendation: Approve the transfer.

Background: The Water Department has a 6,900 square foot lot located at 412 Mike Street in Andover. This lot was formally the site of a water tower structure. The above ground improvements were removed several years ago. The City of Andover is preparing to pave Mike Street adjacent to the parcel. The parcel will be subject to specials totaling \$8,888.89 due to the paving project.

Analysis: The lot is located in an older mixed use residential area. It is smaller than other parcels in the area. In addition, it appears that while the above ground improvements were removed, some subsurface items remain. Based on these items, the market value of the site is estimated to be less than the total cost of the pending specials. The City of Andover has indicated that they would be willing to accept the parcel.

Financial Considerations: The City will be relieved of specials, mowing and maintenance of the lot.

Goal Impact: Promote efficient infrastructure by optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the deed as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Deed and 2) Authorize all necessary signatures.

Attachments:

Aerial
Deed



412 Mike Street

Property
Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

SDRASTER.S-

DEDATA.ORTH-

O

City Limits

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Haysville

Kechi

Maize

Mount Hope

Mulvane

Park City

Sedgwick

Sedgwick County

Unincorporated

Printed: 3/31/2008 10:42:20 AM
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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

QUIT CLAIM DEED

THIS INDENTURE, Made this ____ day of _____, 2008, between The City of Wichita, Kansas, a city of the first class operating and existing under the laws of the State of Kansas, party of the first part, and The City of Andover, Kansas, a city of the first class operating and existing under the laws of the State of Kansas, party of the second part.

WITNESSETH:

That said party of the first part, in consideration of the sum of ONE DOLLAR, the receipt of which is hereby acknowledged, does by these presents, remise, release and quit claim, unto said parties of the second part, their heirs and assigns, all the following described real estate situated in the City of Wichita, County of Sedgwick and State of Kansas, to-wit:

Lot 221, Hodge Second Subdivision to Andover, Butler County, Kansas.

Grantee, heirs, agents, successors and assigns accept and agree to any and all existing covenants and restrictions of record.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said party of the first part had hereunto set its hand the day and year first above written.

SELLER:
THE CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

State of KANSAS)
County of SEDGWICK)ss:

This instrument was acknowledged, before me this _____ day of _____ 2008, by Carl
Brewer, Mayor, City of Wichita and Karen Sublett, City Clerk of the City of Wichita.

SEAL

Notary Public

My Commission Expires:_____

**City of Wichita
City Council Meeting
April 15, 2008**

TO: Mayor and City Council

SUBJECT: Transit Service Agreement for Oaklawn Improvement District (District III)

INITIATED BY: Wichita Transit

AGENDA: Consent Agenda

Recommendation: Approve contract to allow Wichita Transit to provide transit service to the Oaklawn Improvement District.

Background: For the past several years, Wichita Transit has provided fixed-route and paratransit van service to the Oaklawn Improvement District. Currently, Sedgwick County reimburses Wichita Transit for the actual cost of providing such service according to a year-by-year contractual agreement. The purpose of this action is to establish the contractual agreement for 2008, with option year 2009.

Analysis: Wichita Transit operates one fixed-route, which provides service to the Oaklawn area. Paratransit service is also provided to Oaklawn based on ADA guidelines (which require service in areas in which fixed-route service is provided). In 2008, an estimated 700 hours of fixed-route service will be provided. The estimated hourly cost for this service is \$53.51 (\$76.44 per hour less revenues and federal funding credit). Paratransit service cost is estimated at \$11.95 per trip, with an estimated 33 trips per month to be provided in 2008.

Financial Considerations: Based on the projected service levels, the total projected revenue from the 2008 agreement will be \$30,472 after deducting passenger revenues and federal credit. The adopted 2008 budget includes the expenditure authority necessary to provide the service.

Goal Impact: To ensure efficient infrastructure and optimizing use of public facilities and assets.

Legal Consideration: City Council approval is required for contracts in excess of \$25,000.

Recommendations/Actions: Approve the contract and authorize the necessary signatures.

Attachment: Transit Service Agreement (Oaklawn Improvement District)

TRANSIT SERVICE AGREEMENT
(Oaklawn Improvement District)

THIS AGREEMENT, made and entered into on the _____ day of _____, 2008, by and between the City of Wichita, Kansas, hereafter referred to as "City," and Sedgwick County, Kansas, hereafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to provide public transportation to a certain unincorporated area of Sedgwick County located within and around the general vicinity of the Oaklawn Improvement District; and

WHEREAS, City operates Wichita Transit, which provides public transportation throughout the City of Wichita; and

WHEREAS, County desires to contract with City to provide public transportation through Wichita Transit to said unincorporated area of Sedgwick County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

1. City, through Wichita Transit, agrees to provide public transportation to the unincorporated area of Sedgwick County located within and around the general vicinity of the Oaklawn Improvement District through the extension of a bus route to said area by way of Wichita Transit's regular route service. In addition, City will provide paratransit van services to meet Americans With Disabilities Act (ADA) guidelines.

2. Route service will operate Monday through Saturday and will run a minimum of eighteen (18) one-way trips per day. Paratransit services will operate Monday through Saturday and will be provided under present program guidelines. Trip totals are subject to change as demand and/or revenues require, with proper coordination between City and County.

3. County agrees to pay the City's actual costs to operate said services to the Oaklawn Improvement District, which, for 2008, is estimated to cost \$30,472. City's costs for this service will not exceed this amount without County approval.

4. City agrees to bill County on a quarterly basis and provide, at the same time, an operating report on the Oaklawn service, which will include ridership trips, passenger fare revenue, and other pertinent information.

5. City shall have sole discretion as to the time, means, and methods of providing bus service on the Oaklawn service, and the only obligation of County pertaining thereto and the only liability assumed by County hereunder is to pay the costs required in paragraph 3 above.

6. Either party may terminate this Agreement upon sixty (60) days' advance written notice to the other party. Such notice may be hand-delivered or sent via first-class mail. Notice must be given by City to the County Clerk, Sedgwick County Counselor's Office, and the director of the Sedgwick County Division of Community Development. Notice must be given by the County to the City Clerk, City of Wichita Department of Law, and the General Manager of Wichita Transit.

7. The term of this Agreement shall be for the period commencing January, 2008, and ending on December 31, 2008, with an option to renew the Agreement under the same terms and conditions for two (2) successive one (1)-year terms by mutual written agreement of the parties.

8. This Agreement is not intended to and, in fact, does not create a partnership or joint venture relationship between the parties hereto. City shall be an independent contractor to County for purposes of this Agreement.

9. The right of the City and County to enter into this agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This agreement shall be construed and interpreted so as to ensure that the City and County shall, at all times, stay in conformity with such laws and, as a condition of this Agreement, the City and County reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be reasonably deemed to violate the terms of such laws.

10. This Agreement constitutes the complete agreement between the parties hereto. No amendment, waiver, or modification of this agreement shall be effective unless reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF WICHITA, KANSAS
By order of the City Council

Thomas G. Winters, Chairman

Carl Brewer, Mayor

Attest:

Attest:

Don Brace

Karen Sublett

Approved as to form:

Approved as to form:

Bill Raymond
Assistant County Counselor

Gary E. Rebenstorf
Director of Law and City Attorney

CITY OF WICHITA
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Leasing of Antenna Site at 1903 West Pawnee (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the lease.

Background: T-Mobile has approached the City about placing a tower to provide wireless service on a site in the southwest portion of the city-owned property at 1903 West Pawnee. The property is developed with a former fire station. It is currently being utilized by the police bomb unit and EMS. The site has been reviewed and accepted by both users and appropriate staff. The proposed tower will be a 120 to 150-foot tall monopole and will accommodate up to four service providers.

Analysis: The lease agreement provides for a fifteen-year term with two five-year options. Annual base rental is \$10,020 with annual three percent increases. For each additional user, the base rent will increase \$1,800 annually. Until such time as all four spots on the tower are leased, the City shall have the right to utilize one spot at no cost to the City. The lessee agrees not to interfere with the public purpose of the area and to make sure the leased area is secure.

Financial Considerations: The City will receive rent revenues as described above. The lessee shall be responsible for all costs of installation, operation and maintenance of the facility and the leased land upon which it is constructed.

Goal Impact: The proposed sale insures efficient infrastructure by optimizing the use of public assets and providing additional communications capacity in the area.

Legal Considerations: The Law Department has approved the lease as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Lease and 2) Authorize all necessary signatures.

Attachments: Aerial map and lease agreement

LEASE AGREEMENT

(Tower Site)

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2008,

BY AND BETWEEN

City of Wichita, Kansas,
a municipal corporation,
455 North Main Street
Wichita, Kansas 67202

"LESSOR,"

T-Mobile Central LLC,
a Delaware limited liability company
4533 Enterprise Drive
Oklahoma City, OK 73128

AND

"LESSEE."

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain property within the City of Wichita, owned and operated for public purposes; and

WHEREAS, Lessee wishes to lease a certain portion of Lessor's property for the purpose of constructing, operating and maintaining certain communications equipment (the "Facility"); and

WHEREAS, the above named parties desire to enter into this Lease on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound as follows:

1. **PREMISES.** Lessor is the owner of the premises in Wichita, Sedgwick County, Kansas commonly known as EMS Station #2 and located at 1903 W. Pawnee, Wichita, KS 67213, ("Property"). Lessor hereby leases to Lessee and grants the right to occupy and use certain space on the Property together with access to such Property as described and depicted in Exhibit A (collectively referred to as "Leased Premises"), subject to the terms and conditions of this Lease.

2. **TERM.**

(a) The initial term of the Lease shall be fifteen (15) years ("Initial Term"), commencing upon the "Commencement Date," which is the written notification by Lessee to Lessor that Lessee has obtained all Governmental Approvals required for Lessee to be legally entitled to construct the Facility.

(b) If Lessee shall not have obtained such Governmental Approvals within twelve (12) months from the date of this Lease or if Lessee earlier notifies Lessor that it is unable to obtain such approvals, then this Lease shall terminate, at either party's option upon receipt of written notice.

3. **OPTIONS.** Lessee shall have the right to extend this Lease for two (2) additional and successive terms of five (5) years (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless one of the parties hereto notifies the other party, in writing, of the party's intention not to renew this Lease, at least one hundred fifty (150) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Leased Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions as this Lease.

4. **RENT.**

(a) As part consideration for this Lease and as rent for the use of the Leased Premises, the Lessee agrees to pay to Lessor, during the first year of the Initial Term, the sum of nine thousand six hundred Dollars and no cents (\$9,600.00). Rent shall be payable without demand, deduction, discount, set-off and /or notice in advance in monthly installments of eight hundred Dollars and no cents (\$800.00). During the Initial Term and any Renewal Terms, rent shall increase annually at a rate of three percent (3%) on each anniversary date of the Commencement Date. Rent shall be due on the first day of each calendar month during the term hereof, and rent for any partial months will be prorated.

(b) An administrative fee equal to one-twelfth (1/12) of the initial annual rent shall be due and payable within (10) days following the date of this Lease. In the event that the Lessee is unable to obtain the Governmental Approvals as provided in Paragraph 1 or otherwise terminates this Lease prior to the Commencement Date, the Lessor shall retain this fee to help reimburse the Lessor for its administrative, legal, and preparatory expenses. Otherwise, such fee shall be credited toward the first rent payment.

(c) All payments shall be made by check or money order and shall be made payable to the order of the City of Wichita, Kansas. All payment installments shall be mailed or hand delivered to the Office of Property Management, 13th Floor, City Hall, 455 North Main Street, Wichita, 67202 on or before each monthly due date, until and unless such address is changed as Lessor may specify from time to time by written notice delivered as stated hereinafter. All installments not received by the Lessor by the tenth (10th) day after the date on which they are due shall be considered delinquent and Lessee shall pay to Lessor a \$100.00 late charge. The provision for such late charge shall be in addition to all of the Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

5. **ADDITIONAL RENT.** The Facility is designed for up to four (4) users (Lessee plus three (3) other users). At such time that a second user is added to the Facility pursuant to a sublease with Lessee, rent payable to Lessor shall increase by one hundred fifty dollars and no cents (\$150.00) per month, subject to the same annual percentage increases described above. For each additional user, rent to Lessor will be increased by an additional one hundred fifty dollars and no cents (\$150.00) per month, again subject to the annual increases above. If Lessee's sublease with any additional user terminates for any reason, the monthly rent that Lessee pays Lessor pursuant to this provision shall be reduced accordingly effective as of the termination date of the sublease, which date Lessee shall notify Lessor of in writing.

6. **SPACE AVAILABLE FOR LESSOR.** Lessor shall, at Lessor's sole discretion, cost and expense, have the right to occupy **or sublease** one of the additional spaces on the tower, upon providing Lessee with the appropriate test information showing that Lessor's occupancy will not affect Lessee or sublessees. This reservation is not specific to any section or level of the Facility. At such time as a fourth user is identified for the Facility, Lessor shall have sixty (60) days to advise Lessee that Lessor is going to exercise its reservation. If notice is not given, the reservation will lapse. If the reservation is exercised, Lessor will serve as the fourth user of the Facility, thus reducing the amount of additional rent to Lessor. If Lessor has a use that does not require one of the four planned spaces on the Facility, Lessor will be granted space on the Facility without reduction of

potential additional rental nor cancellation of the reservation described in this section. Construction drawings for Lessor's equipment must be approved by Lessee in writing before the Lessor's equipment is installed on the tower, and Lessor and its contractors (all of whom must be pre-approved by Lessee) must obtain Lessee's prior consent before doing any installation, repair, maintenance or other work on the tower. After the initial installation of Lessor's equipment, Lessor shall be solely responsible for all costs and expenses relating to the operation, repair, maintenance and replacement of Lessor's equipment, including, without limitation, utility service charges. In connection with the installation, operation and maintenance of Lessor's equipment, Lessor must obtain and maintain commercial general liability insurance with a combined single limit of \$500,000.00 for bodily injury, death and property damage per occurrence, and Lessee shall be named as an additional insured on such policy and provided certificates of such insurance; Lessor may satisfy the insurance requirements by being self-insured under Kansas law or by obtaining appropriate endorsement to any master policy of liability insurance that Lessor may maintain. Lessor's contractors who perform work on the tower must obtain and maintain the same types and amounts of insurance coverage that Lessee's contractors are required to maintain, and Lessee shall be named as an additional insured on all liability policies and be provided certificates of such insurance.

7. **PERMITTED USE.**

(a) The Leased Premises may be used or occupied by Lessee only for permitted uses as follows:

i. Transmission and reception of wireless communications signals.

ii. Construction, installation, operation, maintenance, repair, or replacement of the Facility, consisting of the communications fixtures and related equipment, cables, and accessories as described in Exhibit B or hereafter submitted in writing and approved from time to time by the Lessor.

iii. Installation and operation of transmission cables or utility lines and facilities across the Property between the Facility and utility providers at such locations and in such manner as reasonably approved by the Lessor. Lessee shall install and pay for separate meters for utilities used on the Property.

(b) Lessee may at its own expense use any and all appropriate means of restricting access to the Facility, provided that such means are approved in advance by the Lessor and do not interfere with Lessor's use and access to the Property.

(c) The Facility shall remain the exclusive property of the Lessee. The Lessee shall have the right and responsibility to remove the Facility upon termination of this Lease.

(d) The Lessor grants to Lessee the right of use of necessary utility easements and ingress, egress, and access to the Property adequate to service the Leased Premises and the Facility all times during the term of this Lease, subject to the specific conditions of this Lease. Lessor shall provide Lessee with any necessary keys for entry to the Leased Premises, subject to such reasonable regulations and requirements as made by the Lessor from time to time, and subject to Lessee's obligation to notify the Lessor of each entry by such manner as determined by the Lessor. The Lessor shall have the right, upon notice, to change the means and location of Lessee's access, provided that such shall not materially interfere with Lessee's operation.

(e) Lessee shall have the right, prior to the Commencement Date and upon reasonable telephonic notice to the Lessor, to enter the Property to obtain a title report, perform surveys, soils test, and other engineering procedures or environmental investigations on, under, and over the Property, necessary to determine that Lessee's use of the Leased Premises will be compatible with Lessee's engineering specifications, system, design, operations, and Governmental Approvals.

(f) Lessee shall have the exclusive use of the surface or air space of that portion of the Leased Premises physically occupied by Lessee's Facility. Lessor will not grant after this date the right to any other party to use the Leased Premises if such use may in any material way adversely affect or interfere with Lessee's Facility.

(g) The Lessee shall not have the right to connect to or use any utilities of the Lessor.

8. **CONDITIONS OF USE.** All use of the Property and Leased Premises shall be only for permitted uses and shall be subject to the following conditions:

(a) Lessee shall obtain at Lessee's expense all licenses and permits or authorizations required for Lessee's use of the Leased Premises from all applicable governmental and regulatory entities, including without limitation the City of Wichita, State of Kansas, Federal Communications Commission, Federal Aviation Administration, OSHA, and all other agencies thereof ("Governmental Approvals"). Lessor agrees to reasonably cooperate with Lessee in obtaining such Governmental Approvals.

(b) The Facility shall only be designed, constructed, and maintained in accordance with plans approved by the Lessor set out in Paragraph 6 and with regulatory requirements.

(c) The design of the Facility shall comply with the conditions of City of Wichita Wireless Master Plan and Unified Zoning Code and any other necessary approvals thereafter during this Lease, except to the extent that such requirements are modified by action of the governing body of the City applicable to all City-owned facilities:

(d) The Lessee shall provide such assurance as reasonably required by the Lessor that the use of the Facility will not cause undue exposure or harm to workers or the public from radio frequency radiation or high voltage electricity.

(e) The Facility shall be designed, installed, constructed, and maintained in accordance with the laws and regulations of all governmental entities having jurisdiction. The Lessee's operation shall be in such a manner that there is no interference with the operation of the Lessor's Property, surrounding property, or any communications facilities of the Lessor.

(f) The Lessee shall not use the Leased Premises in any way that interferes with the public or governmental use of the Property by the Lessor or tenants or licensees of the Lessor. The design and Plans for the Facility shall take such matters into consideration.

(g) Lessee shall have access to the Property 24 hours a day, 7 days a week, provided that Lessee understands that the Property is used for public purposes and that Lessee shall take such reasonable steps as are necessary (including the design of the Facility) to assure that access and use shall minimize disturbance to the public and users of the Property. Lessee shall be responsible for responding to any complaints of disturbance from Lessor's tenants about Lessee's operations and access.

(h) Lessee, at Lessee's expense, shall keep and maintain the Facility and Leased Premises in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Leased Premises shall be returned to the Lessor in good, useable condition as further provided in this Lease.

(i) Lessee shall not use, or permit said Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Leased Premises are hereby leased.

(j) Lessee will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or unreasonably interfere with, annoy or disturb other occupants, guests, neighbors, or Lessor in the management of the Property.

(k) Except to the extent required by law, no sign, notice, awning, advertisement, picture or other inscription of any kind shall be placed or put upon any portion of the Leased Premises, unless the written consent of Lessor shall first have been obtained which consent may be denied without cause.

(l) Lessee shall not commit, or suffer to be committed, any waste upon the Leased Premises.

(m) Lessee expressly recognizes that the Property is publicly owned and that the Lessor desires that the Leased Premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the Lessee will not use the Leased Premises for any partisan or political activity or for an overt public activities that take a position on policy issues before the City and its agencies, provided that this provision shall not prevent the Lessee from taking positions in newsletters, correspondence, internal meetings, etc., that otherwise are in accordance with the purposes of the organization and provided further that this Lease does not control or regulate the content of any radio communications.

(n) Lessee shall neither use nor occupy the Leased Premises for any unlawful, disreputable or ultra hazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, Lessee agrees to immediately take action and cease any activity or use in violation of this Lease.

(o) No existing building or any building that is constructed or placed upon the Property, either temporarily or permanently, shall be used for the purpose of housing the operation of any multi-game, casino style gambling on the Leased Premises.

(p) Lessee represents that it has inspected the Property and finds that such are suitable for its needs and requirements and accepts the Leased Premises "as is" without any additional preparation required of the Lessor.

9. **PLAN APPROVALS.** The Lessor's prior consent and approval is required for all plans and specifications for use for the Facility or utility connections. The Lessor may require additional details or modifications of such plans as may be necessary in the reasonable determination of the Lessor to assure the safety of the Facility, the aesthetic compatibility of the Facility to the Property and the neighborhood, and to meet the requirements and conditions of Paragraphs 4 and 5. Such approval shall not be unreasonably withheld or delayed by the Lessor and shall be deemed given for those plans attached hereto as Exhibit B. Lessee shall provide the Lessor as-built drawings of the Facility. Any substantial variance requested by Lessor to the plans submitted shall allow Lessee the right to terminate the Lease without penalty.

The approvals of this Paragraph shall be deemed approval by the Lessor in its capacity as a property owner and landlord but shall not be deemed the approval as required for the Zoning Code, Building Code, or any other approved required by the City of Wichita in a regulatory or governmental capacity. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, and operations of the Facility.

10. **SECURITY FOR DAMAGE TO PROPERTY AND DEFAULT.** In order to ensure faithful performance of this Lease and to protect the Lessor and Lessor's Property from any damage by the Facility, Lessee shall pay **Lessor** a security **deposit** in an amount equal to three (3) months' rent. Such security deposit shall be paid no later than the Commencement Date. Upon event of any default, Lessor may, from time to time, without prejudice to any other remedy, use such security deposit to the extent necessary to recover for damages done by the Facility, for costs of removal of the Facility, or for sums owed by Lessee, if not otherwise paid when due. Within thirty (30) days after the expiration or termination date of this Lease, if Lessee is not then in default hereunder, any remaining balance of such security deposit after deduction of sums owed by Lessee shall be returned by Lessor to Lessee.

11. **DEFAULT.** The following shall be deemed a "Default" under this Lease:

(a) If Lessee fails to pay amounts due under this Lease or maintain a letter of credit or bond required under this Lease within Fifteen (15) days of written notice to that such is overdue.

(b) If Lessee or Lessor fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from written notice of breach, or such longer period as may be required to diligently complete a cure commenced within the thirty (30) day period.

12. **TERMINATION.** This Lease shall terminate upon occurrence of any of the following:

(a) The expiration of the Lease term or any extension thereof.

(b) Immediately upon written notice by the non-defaulting party if the defaulting party fails to cure any Default within the cure periods specified above in Section 11.

(c) Lessee's inability to obtain Governmental Approvals as set out in paragraph 2.

(d) Upon thirty (30) days' written notice by the Lessee that Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit, or Governmental Approval necessary to the construction and operation of the Facility or Lessee's business, provided that Lessee is responsible to continue the rent during such thirty (30) day period.

(e) Upon thirty (30) days' written notice by Lessee that the Leased Premises are or will become unacceptable under the Lessee's design or engineering specifications for its Facility or the communications system to which the Facility belong, provided that Lessee is responsible to continue the rent during such thirty (30) day period.

(f) Immediately upon written notice if the Facility is destroyed or damaged so as in the Lessee's reasonable judgment to substantially and adversely affect the effective use of the Facility. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and the Lessee shall be entitled to a prorated reimbursement of any rent prepaid, less any deduction for restoration as provided in the Lease. If the Lessee elects to continue this Lease, then all rent shall abate until the Facility is restored to a condition allowing Lessee's continued use of the Facility for its intended purpose.

(g) Lessee shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the Lessee's property, or Lessee makes an assignment for the benefit of creditors.

(h) Upon any such termination as provided in this Paragraph, the Lessor shall be entitled to possession of the Leased Premises, and Lessor may recover for rent due and damages and recover possession of said Leased Premises as provided by law, and any prepaid rent will be refunded on a prorata basis.

13. **TAXES.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facility. Lessor shall pay when due all real property taxes and other fees and assessments attributable to the Leased Premises. Lessee shall pay, as additional rent, any property taxes or increase in property taxes levied against the Property or Leased Premises which is directly attributable to Lessee's use of the Property. Should Lessee's use of the Leased Premises be determined to fall outside the scope of those uses set forth in K.S.A. 79-254, and amendments thereto, and such use by Lessee thereby causes a loss of the tax exempt status currently existing for the Leased Premises, Lessee shall be solely responsible for any taxes and other fees and assessments assessed on the leased Property that result from the Lessee's use thereof. Lessee shall pay all such taxes and assessments when due and not allow any to become delinquent. Lessor gives the Lessee the right to appeal any tax assessment or tax increase in Lessor's name at Lessee's own expense.

14. **INSURANCE.** Lessee agrees to carry public liability and commercial general liability insurance on the Leased Premises and covering Lessee's activities on the Property during the term hereof, with companies licensed to do business in the State of Kansas for limits of not less than an aggregate amount of \$1,000,000 and \$500,000 per occurrence for injury or death of any one person or property damage. The Lessor shall be named as an additional insured on the policy. Such insurance coverage shall recognize this Lease and provide that Lessor and Lessee shall be given a minimum of thirty (30) days written notice by such insurance company prior to cancellation, termination, or reduction in coverage. Lessee shall also maintain worker's compensation insurance as required by law. Lessee shall, upon request by Lessor, provide Lessor with certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Lessee may satisfy the insurance requirements by obtaining appropriate endorsement to any master policy of liability insurance that Lessee may maintain.

15. **INDEMNIFICATION.**

(a) Lessee agrees to indemnify and hold harmless the Lessor and the Lessor's officers, employees, and agents, from any and all liability, loss, suits, claims, judgments, fines, or demands arising by reasons of injury or death of any person or damage to any property, including all reasonable

costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising directly or indirectly out of Lessee's use of or activities on the Property, except to the extent such are caused by the Lessor or the Lessor's officers, agents, contractors or employees.

(b) Lessor shall not be liable to Lessee for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of Lessee arising from any act or neglect of any tenants or other occupants of the Property, other communications providers, or of the employees or agents of Lessee.

(c) Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Property, or failure to make repairs, or from any cause whatever except to extent caused by the negligence or willful misconduct of the Lessor's officers, agents, contractors or employees.

16. **MUTUAL WAIVERS OF SUBROGATION.** Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the Leased Premises, the Property or the contents thereof which may be caused by fire, casualty, accident, or otherwise during the term of the Lease if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

17. **ENVIRONMENTAL.** Lessee agrees that it will conduct its activities on the Property in compliance with all applicable environmental laws. Each party agrees to defend, indemnify, and hold the other harmless from and against any and all claims, causes of action, demands, and liability, including, but not limited to damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that the other party may suffer due to the possible existence or the discovery of any hazardous substance on the Property or the migration of any hazardous substance to other property or released into the environment to the extent such arises out of such party's past, present, or future activities on or use of the Property. This Paragraph shall survive the termination of this Lease.

The Lessee shall inform, and has a continuing duty to inform, the Lessor, of the nature of toxic and hazardous substances used or stored on the Leased Premises, including also the type and nature of batteries and fuel supply used and stored.

18. **IMPROVEMENTS AND RESTORATION.**

(a) Lessee shall make no material changes or alteration in the Leased Premises unless it shall first have obtained Lessor's written consent thereto. Such consent shall not be unreasonably withheld, conditioned or delayed.

(b) Lessee shall within thirty (30) days after the termination of the Lease, remove Lessee's personal property without damaging or destroying any property of the Lessor. Caissons and foundations shall be removed to two feet under the ground level. Any property of the Lessee not removed within such time shall become the property of the Lessor to dispose in any way, which meets the needs and requirements of the Lessor. Lessee shall be liable and shall reimburse the Lessor for any expense or cost in removal or disposals of Lessee's personal property either abandoned or not removed in the thirty (30) day period.

(d) Upon termination, the Lessee shall surrender the Leased Premises in a clean and orderly manner and shall, as reasonably requested by the Lessor, restore the Leased Premises to a condition at least equivalent to that under which existed as of the Commencement Date, reasonable wear and tear excepted.

19. **LIENS.**

(a) Lessee shall not, during the term of this Lease, permit or suffer any lien or encumbrance to attach to the Leased Premises or any part thereof and shall indemnify and save harmless the Lessor against the same.

(b) Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facility or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property, and Lessor gives the Lessee the right to remove all or any portion of the same from time to time in Lessee's sole discretion, except to the extent access or plan approval is otherwise required by this Lease.

20. **INSPECTION AND ENTRY.** It shall be lawful for Lessor, its agents and representatives at all times to enter into or upon the Leased Premises for the purpose of examining into the condition thereof, or to make such repairs and alteration as may be necessary for the safety and preservation of the Property, but without any obligation to make repairs. Lessor shall not open any enclosed cabinet or vault or move Facility without prior notice to, and the presence of, the Lessee.

21. **OWNERSHIP REPRESENTATION.** Under no circumstances shall the Lessee represent to any party that the Lessee is the owner of the real property covered by the Lease or the agent or trustee of the Lessor. Lessee understands and agrees that no authorization to act for, on or in behalf of the Lessor is granted to the Lessee.

22. **NONDISCRIMINATION.** LESSEE agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit "C" hereto and incorporated herein.

23. **NO THIRD PARTY BENEFICIARY.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Lease to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Lease to maintain a suit for damages pursuant to the terms or provisions of this Lease.

24. **ASSIGNMENT AND SUBLEASE.**

(a) Provided Lessor's rights and interest are not adversely affected in the reasonable determination of the Lessor, Lessee may assign all or any part of this Lease to (i) any person or business entity which is a parent, subsidiary, or affiliate of Lessee; (ii) any person or business entity controlling, controlled by, or under common control with the Lessee, (iii) any person or business entity that is merged or consolidated with Lessee or purchases a majority or controlling interest in the ownership or assets of Lessee; or (iv) any person or business entity that, after first receiving FCC or state regulatory agency approvals, acquires Lessee's radio communications business, provided that any such assignee by such action assumes all obligations of the Lessee under this Lease. Upon notice to Lessor of such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Lessee may sublet this Lease, upon notice and additional compensation to the Lessor as specified above in Section 5, only if such sublease is subject to the provision of this Lease. All other assignments of this Lease must be approved in writing by Lessor, which approval will not be unreasonably withheld, conditioned or delayed. Upon approval of said assignment, Lessor agrees to look solely to assignee with regard to all conditions and provisions of this Lease.

(b) Lessor shall have the right to transfer and assign, in whole or in part, any of its rights under this Lease, and in the Property; and, to the extent that such assignee assumes Lessor's obligations hereunder, Lessor shall by virtue of such assignment be released for such obligations.

25. **NOTICE.** All writings, notices, and demands shall be deemed given upon receipt if sent by facsimile, certified U.S. mail, return receipt requested, or hand delivered to:

LESSOR:
Office of Property Management
Attention: John C. Philbrick
City Hall - 13th Floor
455 North Main Street
Wichita, Kansas 67202

LESSEE:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:
Attn: Legal Dept.
And with a copy to:
T-Mobile Central LLC
4533 Enterprise Dr.
Oklahoma City, OK 73128
Attn: Lease Administration Manager

26. **SEPARABILITY.** If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

27. **OTHER PROVISIONS.**

(a) Each party will, at any time upon fifteen (15) days prior written notice from the other, execute acknowledge, and deliver to the other a recordable memorandum of lease or affidavit of equitable interest. Either party may record this Lease, the memorandum, or affidavit at any time, in its sole discretion.

(b) Upon Lessee's request, Lessor shall provide evidence of the Lessor's ownership interest in the Property and such other information as may be reasonably requested to assure the validity and enforceability of this Lease.

(c) The Lease shall be construed in accordance with the laws of the State of Kansas.

28. **AMENDMENTS; BINDING EFFECT.** This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. This Lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this Lease shall run with the land, apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest, assigns and legal representatives, except as otherwise herein expressly provided. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. The persons who have executed this Lease

represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. This Lease shall be construed in accordance with the laws of the State of Kansas.

29. MEMORANDUM. Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit D may be recorded in place of this Lease by Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate the day and year first above written.

LESSOR
CITY OF WICHITA, KANSAS

LESSEE:

By _____
Carl Brewer, Mayor

By _____
Jeff Hooper, Area Director of Engineering
And Operations

ATTEST:

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law

Exhibit A
Leased Premises

Plans for Lessee's Facility

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required,

to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit D
Memorandum of Lease

Assessor's Parcel Number: 213060210100100

A Lease Agreement (the "Lease") by and between the City of Wichita, a Kansas Municipal Corporation, ("Lessor"), and T-Mobile Central LLC, a Delaware limited liability company ("Lessee") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for an initial term of fifteen (15) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Lessee shall have the right to extend this Lease for two (2) additional and successive five year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LESSOR: City of Wichita

By: _____
Printed Name: Carl Brewer
Title: Mayor
Date: _____

LESSEE: T-Mobile Central LLC

By: _____
Printed Name: Jeff Hooper
Title: Area Director of Engineering and Operations
Date: _____

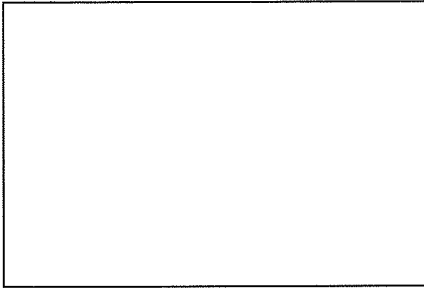
[Notary block for Lessor]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by Carl Brewer, Mayor of the City of Wichita, a Kansas Municipal Corporation, on behalf of said City of Wichita.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

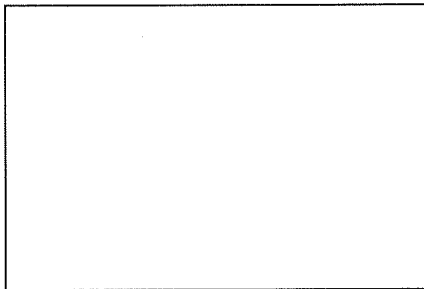
(Use this space for notary stamp/seal)

[Notary block for Lessee]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Jeff Hooper is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

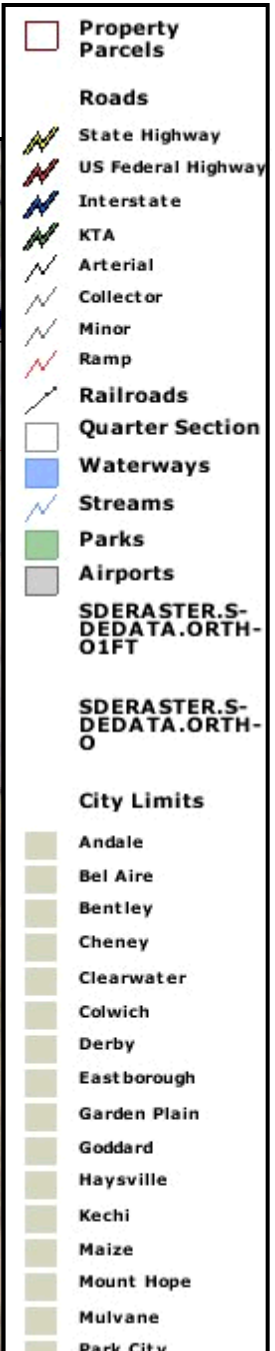
(Use this space for notary stamp/seal)

Memorandum of Lease
Exhibit A
Legal Description

The Property is legally described as follows:



1903 West Pawnee



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Powered By GeoSmart.n



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Leasing of Antenna Site at Linwood Park (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the lease.

Background: Dragon Communications has approached the City about placing a tower to provide wireless service on a site in the eastern portion of Linwood Park. The site is located just west of Kansas Avenue in the center of the park. The proposal calls for a light standard on the softball field to be replaced with a monopole cell tower. Lights will be attached to the tower structure. The site has been reviewed and accepted by appropriate staff. The Park Board approved the siting at their February meeting. The proposed tower will accommodate up to four service providers.

Analysis: The lease agreement provides for a fifteen-year term with two five-year options. Annual base rental is \$10,020 with annual three percent increases. For each additional user, the base rent will increase \$1,800 annually. Until such time as all four spots on the tower are leased, the City shall have the right to utilize one spot at no cost to the City. The lessee agrees not to interfere with the public purpose of the area and to make sure the leased area is secure. Upon termination of the lease, the lessee will remove the tower and replace the light standard.

Financial Considerations: The City will receive rent revenues as described above. The lessee shall be responsible for all costs of installation, operation and maintenance of the facility and the leased land upon which it is constructed.

Goal Impact: The proposed sale insures efficient infrastructure by optimizing the use of public assets and providing additional communications capacity in the area.

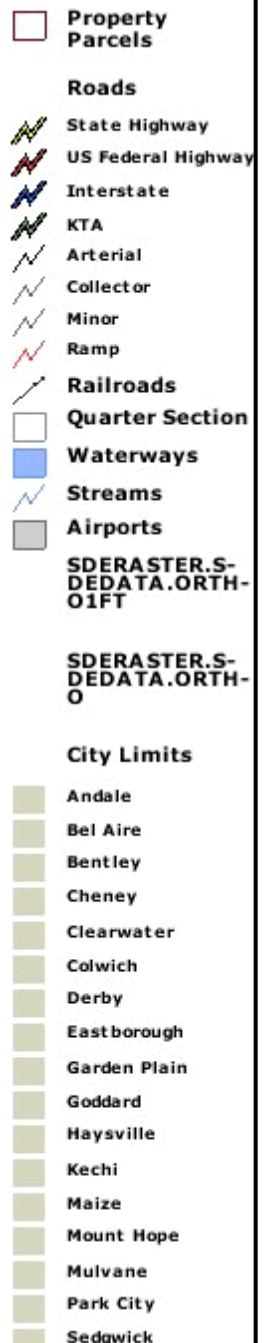
Legal Considerations: The Law Department has approved the lease as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Lease and 2) Authorize all necessary signatures.

Attachments: Aerial map and lease agreement



Linwood Park



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



LEASE AGREEMENT

(Tower Site)

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2008,

BY AND BETWEEN

City of Wichita, Kansas,
a municipal corporation,
455 North Main Street
Wichita, Kansas 67202

And

Board of Park Commissioners
of the City of Wichita,
455 North Main Street
Wichita, Kansas 67202

"LESSOR,"

AND

Dragon Communications LLC,
an Oklahoma limited liability company
PO BOX 23492
Oklahoma City, OK 73123

"LESSEE."

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain property within the City of Wichita, owned and operated for public purposes; and

WHEREAS, Lessee wishes to lease a certain portion of Lessor's property for the purpose of constructing, operating and maintaining certain communications equipment (the "Facility"); and

WHEREAS, the above named parties desire to enter into this Lease on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound as follows:

1. **PREMISES.** Lessor is the owner of the premises in Wichita, Sedgwick County, Kansas commonly known as Linwood Park ("Property"). Lessor hereby leases to Lessee and grants the right to occupy and use certain space on the Property together with access to such Property as described and depicted in Exhibit A (collectively referred to as "Leased Premises"), subject to the terms and conditions of this Lease.

2. **TERM.**

(a) The initial term of the Lease shall be fifteen (15) years ("Initial Term"), commencing upon the "Commencement Date," which is the written notification by Lessee to Lessor that Lessee has obtained all Governmental Approvals required for Lessee to be legally entitled to construct the Facility.

(b) If Lessee shall not have obtained such Governmental Approvals within twelve (12) months from the date of this Lease or if Lessee earlier notifies Lessor that it is unable to obtain such approvals, then this Lease shall terminate, at either party's option upon receipt of written notice.

3. **OPTIONS.** Lessee shall have the right to extend this Lease for two (2) additional and successive terms of five (5) years (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless one of the parties hereto notifies the other party, in writing, of the party's intention not to renew this Lease, at least one hundred fifty (150) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Leased Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions as this Lease.

4. **RENT.**

(a) As part consideration for this Lease and as rent for the use of the Leased Premises, the Lessee agrees to pay to Lessor, during the first year of the Initial Term, the sum of ten thousand twenty Dollars and no cents (\$10,020.00). Rent shall be payable without demand, deduction, discount, set-off and /or notice in advance in monthly installments of eight hundred thirty five Dollars and no cents (\$835.00). During the Initial Term and any Renewal Terms, rent shall increase annually at a rate of three percent (3%) on each anniversary date of the Commencement Date. Rent shall be due on the first day of each calendar month during the term hereof, and rent for any partial months will be prorated.

(b) An administrative fee equal to one-twelfth (1/12) of the initial annual rent shall be due and payable within (10) days following the date of this Lease. In the event that the Lessee is unable to obtain the Governmental Approvals as provided in Section 2 or otherwise terminates this Lease prior to the Commencement Date, the Lessor shall retain this fee to help reimburse the Lessor for its administrative, legal, and preparatory expenses. Otherwise, such fee shall be credited toward the first rent payment.

(c) All payments shall be made by check or money order and shall be made payable to the order of the City of Wichita, Kansas. All payment installments shall be mailed or hand delivered to the Office of Property Management, 13th Floor, City Hall, 455 North Main Street, Wichita, 67202 on or before each monthly due date, until and unless such address is changed as Lessor may specify from time to time by written notice delivered as stated hereinafter. All installments not received by the Lessor by the tenth (10th) day after the date on which they are due shall be considered delinquent and Lessee shall pay to Lessor a \$100.00 late charge. The provision for such late charge shall be in addition to all of the Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

5. **ADDITIONAL RENT.** The Facility is designed for up to four (4) users (Lessee plus three (3) other users). At such time that a second user is added to the Facility pursuant to a sublease with Lessee, rent payable to Lessor shall increase by one hundred fifty dollars and no cents (\$150.00) per month, subject to the same annual percentage increases described above. For each additional user, rent to Lessor will be increased by an additional one hundred fifty dollars and no cents (\$150.00) per month, again subject to the annual increases above. If Lessee's sublease with any additional user terminates for any reason, the monthly rent that Lessee pays

Lessor pursuant to this provision shall be reduced accordingly effective as of the termination date of the sublease, which date Lessee shall notify Lessor of in writing.

6. POLE REPLACEMENT AND SPACE AVAILABLE FOR LESSOR.

(a) Notwithstanding anything to the contrary in this Lease, the parties acknowledge and agree that Lessee, at its sole cost and expense, shall remove Lessor's existing light pole and bank of lights on the Property and install Lessor's lights, including electrical lines, on the new monopole (the "Monopole") that Lessee is constructing on the Leased Premises. Title to the Monopole will at all times vest in Lessee, and Lessee, at its sole cost and expense, will be solely responsible for operating, maintaining and repairing the Monopole in compliance with all applicable laws and sound engineering practices. However, Lessor shall be solely responsible for the maintenance of the lights and electrical lines and the payment of any utility service charges therefore during the term of this Lease. If Lessee removes Lessor's existing light pole, then upon the expiration or termination of the Lease, or if the Monopole is removed for any reason, Lessee will replace the light pole and bank of lights at Lessee's sole cost and expense.

(b) Lessor shall, at Lessor's sole discretion, cost and expense, have the right to occupy or sublease one of the additional spaces on the Monopole, upon providing Lessee with the appropriate test information showing that Lessor's occupancy will not affect Lessee or sublessees. This reservation is not specific to any section or level of the Facility. At such time as a fourth user is identified for the Facility, Lessor shall have sixty (60) days to advise Lessee that Lessor is going to exercise its reservation. If notice is not given, the reservation will lapse. If the reservation is exercised, Lessor will serve as the fourth user of the Facility, thus reducing the amount of additional rent to Lessor. If Lessor has a use that does not require one of the four planned spaces on the Facility, Lessor will be granted space on the Facility without reduction of potential additional rental nor cancellation of the reservation described in this section. However, Lessor may not sublease or assign their right to occupy space on the Facility to any entity that is not a governmental entity or a subdivision of a governmental agency. Construction drawings for Lessor's equipment must be approved by Lessee in writing before the Lessor's equipment is installed on the Monopole, and Lessor and its contractors (all of whom must be pre-approved by Lessee) must obtain Lessee's prior consent before doing any installation, repair, maintenance or other work on the Monopole. After the initial installation of Lessor's equipment, Lessor shall be solely responsible for all costs and expenses relating to the operation, repair, maintenance and replacement of Lessor's equipment, including, without limitation, utility service charges. In connection with the installation, operation and maintenance of Lessor's equipment, Lessor must obtain and maintain commercial general liability insurance with a combined single limit of \$500,000.00 for bodily injury, death and property damage per occurrence, and Lessee shall be named as an additional insured on such policy and provided certificates of such insurance; Lessor may satisfy the insurance requirements by being self-insured under Kansas law or by obtaining appropriate endorsement to any master policy of liability insurance that Lessor may maintain. Lessor's contractors who perform work on the Monopole must obtain and maintain the same types and amounts of insurance coverage that Lessee's contractors are required to maintain, and Lessee shall be named as an additional insured on all liability policies and be provided certificates of such insurance.

7. PERMITTED USE.

- (a) The Leased Premises may be used or occupied by Lessee only for permitted uses as follows:
- i. Transmission and reception of wireless communications signals.
 - ii. Construction, installation, operation, maintenance, repair, or replacement of the Facility, consisting of the communications fixtures and related equipment, cables, and accessories as described in Exhibit B or hereafter submitted in writing and approved from time to time by the Lessor.
 - iii. Installation and operation of transmission cables or utility lines and facilities across the Property between the Facility and utility providers at such locations and in such manner as reasonably approved by the Lessor. Lessee shall install and pay for separate meters for utilities used on the Property.

(b) Lessee may at its own expense use any and all appropriate means of restricting access to the Facility, provided that such means are approved in advance by the Lessor and do not interfere with Lessor's use and access to the Property.

(c) The Facility shall remain the exclusive property of the Lessee. The Lessee shall have the right and responsibility to remove the Facility upon termination of this Lease.

(d) The Lessor grants to Lessee the right of use of necessary utility easements and ingress, egress, and access to the Property adequate to service the Leased Premises and the Facility all times during the term of this Lease, subject to the specific conditions of this Lease. Lessor shall provide Lessee with any necessary keys for entry to the Leased Premises, subject to such reasonable regulations and requirements as made by the Lessor from time to time, and subject to Lessee's obligation to notify the Lessor of each entry by such manner as determined by the Lessor. The Lessor shall have the right, upon notice, to change the means and location of Lessee's access, provided that such shall not materially interfere with Lessee's operation.

(e) Lessee shall have the right, prior to the Commencement Date and upon reasonable telephonic notice to the Lessor, to enter the Property to obtain a title report, perform surveys, soils test, and other engineering procedures or environmental investigations on, under, and over the Property, necessary to determine that Lessee's use of the Leased Premises will be compatible with Lessee's engineering specifications, system, design, operations, and Governmental Approvals.

(f) Lessee shall have the exclusive use of the surface or air space of that portion of the Leased Premises physically occupied by Lessee's Facility. Lessor will not grant after this date the right to any other party to use the Leased Premises if such use may in any material way adversely affect or interfere with Lessee's Facility.

(g) The Lessee shall not have the right to connect to or use any utilities of the Lessor.

8. **CONDITIONS OF USE.** All use of the Property and Leased Premises shall be only for permitted uses and shall be subject to the following conditions:

(a) Lessee shall obtain at Lessee's expense all licenses and permits or authorizations required for Lessee's use of the Leased Premises from all applicable governmental and regulatory entities, including without limitation the City of Wichita, State of Kansas, Federal Communications Commission, Federal Aviation Administration, OSHA, and all other agencies thereof ("Governmental Approvals"). Lessor agrees to reasonably cooperate with Lessee in obtaining such Governmental Approvals.

(b) The Facility shall only be designed, constructed, and maintained in accordance with plans approved by the Lessor set out in Section 6 and with regulatory requirements.

(c) The design of the Facility shall comply with the conditions of City of Wichita Wireless Master Plan and Unified Zoning Code and any other necessary approvals thereafter during this Lease, except to the extent that such requirements are modified by action of the governing body of the City applicable to all City-owned facilities:

(d) The Lessee shall provide such assurance as reasonably required by the Lessor that the use of the Facility will not cause undue exposure or harm to workers or the public from radio frequency radiation or high voltage electricity.

(e) The Facility shall be designed, installed, constructed, and maintained in accordance with the laws and regulations of all governmental entities having jurisdiction. The Lessee's operation shall be in such a manner that there is no interference with the operation of the Lessor's Property, surrounding property, or any communications facilities of the Lessor.

(f) The Lessee shall not use the Leased Premises in any way that interferes with the public or governmental use of the Property by the Lessor or tenants or licensees of the Lessor. The design and Plans for the Facility shall take such matters into consideration.

(g) Lessee shall have access to the Property 24 hours a day, 7 days a week, provided that Lessee understands that the Property is used for public purposes and that Lessee shall take such reasonable steps as

are necessary (including the design of the Facility) to assure that access and use shall minimize disturbance to the public and users of the Property. Lessee shall be responsible for responding to any complaints of disturbance from Lessor's tenants about Lessee's operations and access.

(h) Lessee, at Lessee's expense, shall keep and maintain the Facility and Leased Premises in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Leased Premises shall be returned to the Lessor in good, useable condition as further provided in this Lease.

(i) Lessee shall not use, or permit said Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Leased Premises are hereby leased.

(j) Lessee will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or unreasonably interfere with, annoy or disturb other occupants, guests, neighbors, or Lessor in the management of the Property.

(k) Except to the extent required by law, no sign, notice, awning, advertisement, picture or other inscription of any kind shall be placed or put upon any portion of the Leased Premises, unless the written consent of Lessor shall first have been obtained which consent may be denied without cause.

(l) Lessee shall not commit, or suffer to be committed, any waste upon the Leased Premises.

(m) Lessee expressly recognizes that the Property is publicly owned and that the Lessor desires that the Leased Premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the Lessee will not use the Leased Premises for any partisan or political activity or for an overt public activities that take a position on policy issues before the City and its agencies, provided that this provision shall not prevent the Lessee from taking positions in newsletters, correspondence, internal meetings, etc., that otherwise are in accordance with the purposes of the organization and provided further that this Lease does not control or regulate the content of any radio communications.

(n) Lessee shall neither use nor occupy the Leased Premises for any unlawful, disreputable or ultra hazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, Lessee agrees to immediately take action and cease any activity or use in violation of this Lease.

(o) No existing building or any building that is constructed or placed upon the Property, either temporarily or permanently, shall be used for the purpose of housing the operation of any multi-game, casino style gambling on the Leased Premises.

(p) Lessee represents that it has inspected the Property and finds that such are suitable for its needs and requirements and accepts the Leased Premises "as is" without any additional preparation required of the Lessor.

9. PLAN APPROVALS. The Lessor's prior consent and approval is required for all plans and specifications for use for the Facility or utility connections. The Lessor may require additional details or modifications of such plans as may be necessary in the reasonable determination of the Lessor to assure the safety of the Facility, the aesthetic compatibility of the Facility to the Property and the neighborhood, and to meet the requirements and conditions of Sections 4 and 5. Such approval shall not be unreasonably withheld or delayed by the Lessor and shall be deemed given for those plans attached hereto as Exhibit B. Lessee shall provide the Lessor as-built drawings of the Facility. Any substantial variance requested by Lessor to the plans submitted shall allow Lessee the right to terminate the Lease without penalty.

The approvals of this Paragraph shall be deemed approval by the Lessor in its capacity as a property owner and landlord but shall not be deemed the approval as required for the Zoning Code, Building Code, or any other approved required by the City of Wichita in a regulatory or governmental capacity. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, and operations of the Facility.

10. **DEFAULT.** The following shall be deemed a "Default" under this Lease:

(a) If Lessee fails to pay amounts due under this Lease or maintain a letter of credit or bond required under this Lease within Fifteen (15) days of written notice to that such is overdue.

(b) If Lessee or Lessor fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from written notice of breach, or such longer period as may be required to diligently complete a cure commenced within the thirty (30) day period.

11. **TERMINATION.** This Lease shall terminate upon occurrence of any of the following:

(a) The expiration of the Lease term or any extension thereof.

(b) Immediately upon written notice by the non-defaulting party if the defaulting party fails to cure any Default within the cure periods specified above in Section 10.

(c) Lessee's inability to obtain Governmental Approvals as set out in Section 2.

(d) Upon thirty (30) days' written notice by the Lessee that Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit, or Governmental Approval necessary to the construction and operation of the Facility or Lessee's business, provided that Lessee is responsible to continue the rent during such thirty (30) day period.

(e) Upon thirty (30) days' written notice by Lessee that the Leased Premises are or will become unacceptable under the Lessee's design or engineering specifications for its Facility or the communications system to which the Facility belong, provided that Lessee is responsible to continue the rent during such thirty (30) day period.

(f) Immediately upon written notice if the Facility is destroyed or damaged so as in the Lessee's reasonable judgment to substantially and adversely affect the effective use of the Facility. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and the Lessee shall be entitled to a prorated reimbursement of any rent prepaid, less any deduction for restoration as provided in the Lease. If the Lessee elects to continue this Lease, then all rent shall abate until the Facility is restored to a condition allowing Lessee's continued use of the Facility for its intended purpose.

(g) Lessee shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the Lessee's property, or Lessee makes an assignment for the benefit of creditors.

(h) Upon any such termination as provided in this Section, the Lessor shall be entitled to possession of the Leased Premises, and Lessor may recover for rent due and damages and recover possession of said Leased Premises as provided by law, and any prepaid rent will be refunded on a prorata basis.

12. **TAXES.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facility. Lessor shall pay when due all real property taxes and other fees and assessments attributable to the Leased Premises. Lessee shall pay, as additional rent, any property taxes or increase in property taxes levied against the Property or Leased Premises which is directly attributable to Lessee's use of the Property. Should Lessee's use of the Leased Premises be determined to fall outside the scope of those uses set forth in K.S.A. 79-254, and amendments thereto, and such use by Lessee thereby causes a loss of the tax exempt status currently existing for the Leased Premises, Lessee shall be solely responsible for any taxes and other fees and assessments assessed on the leased Property that result from the Lessee's use thereof. Lessee shall pay all such taxes and assessments when due and not allow any to become delinquent. Lessor gives the Lessee the right to appeal any tax assessment or tax increase in Lessor's name at Lessee's own expense.

13. **INSURANCE.** Lessee agrees to carry public liability and commercial general liability insurance on the Leased Premises and covering Lessee's activities on the Property during the term hereof, with companies licensed to do business in the State of Kansas for limits of not less than an aggregate amount of \$1,000,000 and

\$500,000 per occurrence for injury or death of any one person or property damage. The Lessor shall be named as an additional insured on the policy. Such insurance coverage shall recognize this Lease and provide that Lessor and Lessee shall be given a minimum of thirty (30) days written notice by such insurance company prior to cancellation, termination, or reduction in coverage. Lessee shall also maintain worker's compensation insurance as required by law. Lessee shall, upon request by Lessor, provide Lessor with certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Lessee may satisfy the insurance requirements by obtaining appropriate endorsement to any master policy of liability insurance that Lessee may maintain.

14. INDEMNIFICATION.

(a) Lessee agrees to indemnify and hold harmless the Lessor and the Lessor's officers, employees, and agents, from any and all liability, loss, suits, claims, judgments, fines, or demands arising by reasons of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising directly or indirectly out of Lessee's use of or activities on the Property, except to the extent such are caused by the Lessor or the Lessor's officers, agents, contractors or employees.

(b) Lessor shall not be liable to Lessee for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of Lessee arising from any act or neglect of any tenants or other occupants of the Property, other communications providers, or of the employees or agents of Lessee.

(c) Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Property, or failure to make repairs, or from any cause whatever except to extent caused by the negligence or willful misconduct of the Lessor's officers, agents, contractors or employees.

15. MUTUAL WAIVERS OF SUBROGATION. Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the Leased Premises, the Property or the contents thereof which may be caused by fire, casualty, accident, or otherwise during the term of the Lease if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

16. ENVIRONMENTAL. Lessee agrees that it will conduct its activities on the Property in compliance with all applicable environmental laws. Each party agrees to defend, indemnify, and hold the other harmless from and against any and all claims, causes of action, demands, and liability, including, but not limited to damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that the other party may suffer due to the possible existence or the discovery of any hazardous substance on the Property or the migration of any hazardous substance to other property or released into the environment to the extent such arises out of such party's past, present, or future activities on or use of the Property. This Paragraph shall survive the termination of this Lease.

The Lessee shall inform, and has a continuing duty to inform, the Lessor, of the nature of toxic and hazardous substances used or stored on the Leased Premises, including also the type and nature of batteries and fuel supply used and stored.

17. IMPROVEMENTS AND RESTORATION.

(a) Lessee shall make no material changes or alteration in the Leased Premises unless it shall first have obtained Lessor's written consent thereto. Such consent shall not be unreasonably withheld, conditioned or delayed.

(b) Lessee shall within thirty (30) days after the termination of the Lease, remove Lessee's personal property without damaging or destroying any property of the Lessor. Caissons and foundations shall be removed to two feet under the ground level. Any property of the Lessee not removed within such time shall become the property of the Lessor to dispose in any way, which meets the needs and requirements of the Lessor. Lessee shall be liable and shall reimburse the Lessor for any expense or cost in removal or disposals of Lessee's personal property either abandoned or not removed in the thirty (30) day period.

(d) Upon termination, the Lessee shall surrender the Leased Premises in a clean and orderly manner and shall, as reasonably requested by the Lessor, restore the Leased Premises to a condition at least equivalent to that under which existed as of the Commencement Date, reasonable wear and tear excepted.

18. LIENS.

(a) Lessee shall not, during the term of this Lease, permit or suffer any lien or encumbrance to attach to the Leased Premises or any part thereof and shall indemnify and save harmless the Lessor against the same.

(b) Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facility or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property, and Lessor gives the Lessee the right to remove all or any portion of the same from time to time in Lessee's sole discretion, except to the extent access or plan approval is otherwise required by this Lease.

19. INSPECTION AND ENTRY. It shall be lawful for Lessor, its agents and representatives at all times to enter into or upon the Leased Premises for the purpose of examining into the condition thereof, or to make such repairs and alteration as may be necessary for the safety and preservation of the Property, but without any obligation to make repairs. Lessor shall not open any enclosed cabinet or vault or move Facility without prior notice to, and the presence of, the Lessee.

20. OWNERSHIP REPRESENTATION. Under no circumstances shall the Lessee represent to any party that the Lessee is the owner of the real property covered by the Lease or the agent or trustee of the Lessor. Lessee understands and agrees that no authorization to act for, on or in behalf of the Lessor is granted to the Lessee.

21. NONDISCRIMINATION. LESSEE agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit "C" hereto and incorporated herein.

22. NO THIRD PARTY BENEFICIARY. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Lease to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Lease to maintain a suit for damages pursuant to the terms or provisions of this Lease.

23. ASSIGNMENT AND SUBLEASE.

(a) Provided Lessor's rights and interest are not adversely affected in the reasonable determination of the Lessor, Lessee may assign all or any part of this Lease to (i) any person or business entity which is a parent, subsidiary, or affiliate of Lessee; (ii) any person or business entity controlling, controlled by, or under common control with the Lessee, (iii) any person or business entity that is merged or consolidated

with Lessee or purchases a majority or controlling interest in the ownership or assets of Lessee; or (iv) any person or business entity that, after first receiving FCC or state regulatory agency approvals, acquires Lessee's radio communications business, provided that any such assignee by such action assumes all obligations of the Lessee under this Lease. Upon notice to Lessor of such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Lessee may sublet this Lease, upon notice and additional compensation to the Lessor as specified above in Section 5, only if such sublease is subject to the provision of this Lease. All other assignments of this Lease must be approved in writing by Lessor, which approval will not be unreasonably withheld, conditioned or delayed. Upon approval of said assignment, Lessor agrees to look solely to assignee with regard to all conditions and provisions of this Lease.

(b) Lessor shall have the right to transfer and assign, in whole or in part, any of its rights under this Lease, and in the Property; and, to the extent that such assignee assumes Lessor's obligations hereunder, Lessor shall by virtue of such assignment be released for such obligations.

24. **NOTICE.** All writings, notices, and demands shall be deemed given upon receipt if sent by certified U.S. mail, return receipt requested, or hand delivered to:

LESSOR:
Office of Property Management
Attention: John C. Philbrick
City Hall - 13th Floor
455 North Main Street
Wichita, Kansas 67202

LESSEE:
Dragon Communications LLC,
PO BOX 23492
Oklahoma City, OK 73123
Attn: Allan Travis

25. **SEPARABILITY.** If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

26. **OTHER PROVISIONS.**

(a) Each party will, at any time upon fifteen (15) days prior written notice from the other, execute acknowledge, and deliver to the other a recordable memorandum of lease or affidavit of equitable interest. Either party may record this Lease, the memorandum, or affidavit at any time, in its sole discretion.

(b) Upon Lessee's request, Lessor shall provide evidence of the Lessor's ownership interest in the Property and such other information as may be reasonably requested to assure the validity and enforceability of this Lease.

(c) The Lease shall be construed in accordance with the laws of the State of Kansas.

27. AMENDMENTS; BINDING EFFECT. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the

subject matter and property covered by this Lease. This Lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this Lease shall run with the land, apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest, assigns and legal representatives, except as otherwise herein expressly provided. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. This Lease shall be construed in accordance with the laws of the State of Kansas.

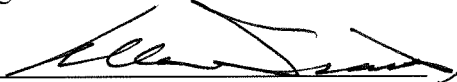
28. MEMORANDUM. Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit D may be recorded in place of this Lease by Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate the day and year first above written.

LESSOR:
CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

LESSEE:
Dragon Communications LLC

By  *manager*
Allan Travis, Manager

BOARD OF PARK COMMISSIONERS
OF THE CITY OF WICHITA

By _____
President

ATTEST:

ATTEST:

Karen Sublett, City Clerk

ATTEST:

Approved as to form:

Gary E. Rebenstorf
Director of Law

Exhibit A
Leased Premises

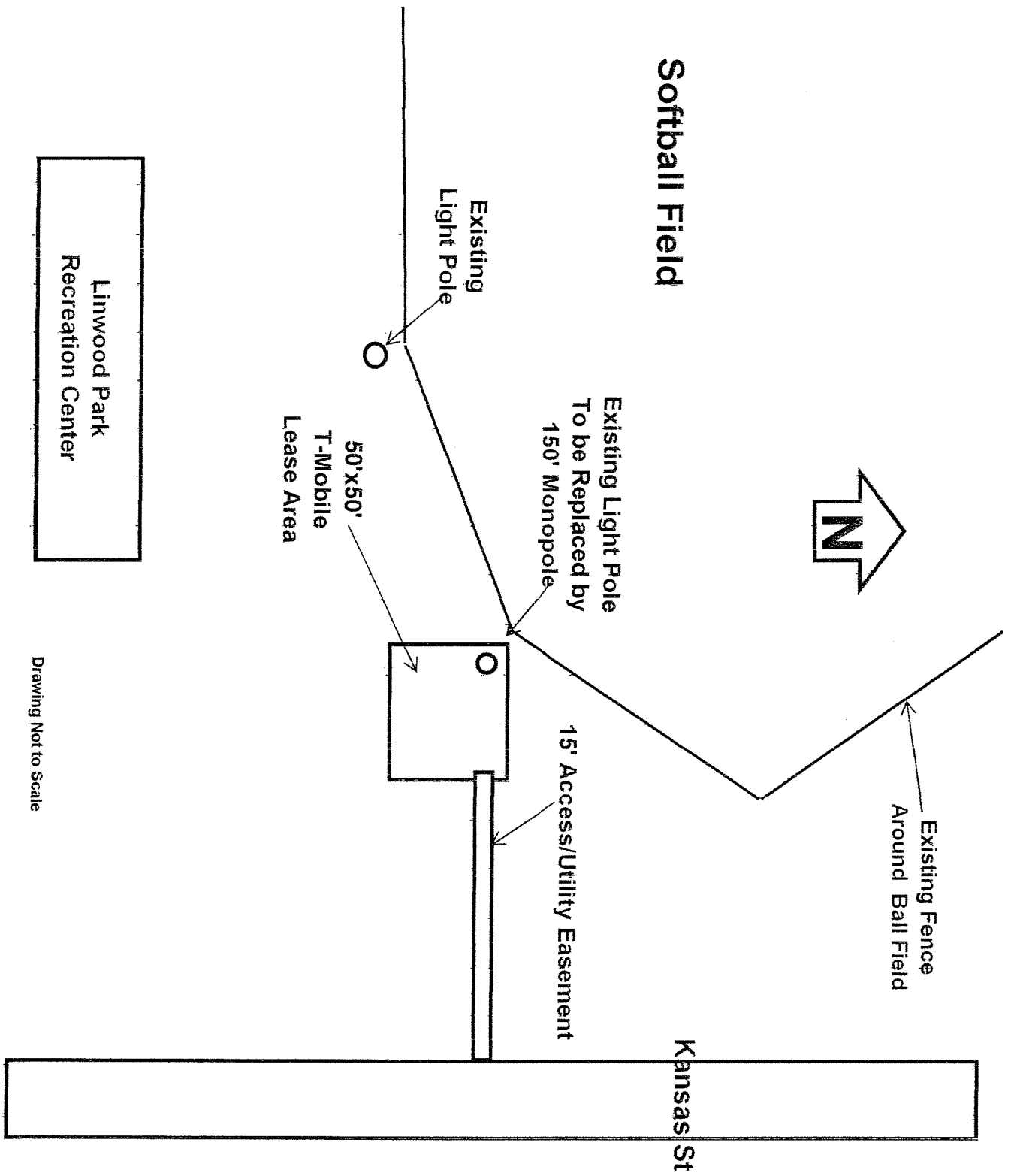


Exhibit B
Plans for Lessee's Facility

(TO BE PROVIDED)

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required,

to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit D
Memorandum of Lease

Assessor's Parcel Number: 128340230200100

A Lease Agreement (the "Lease") by and between the City of Wichita, a Kansas Municipal Corporation, and the Board of Park Commissioners of the City of Wichita ("Lessor"), and Dragon Communications LLC, an Oklahoma limited liability company ("Lessee") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for an initial term of fifteen (15) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Lessee shall have the right to extend this Lease for two (2) additional and successive five year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

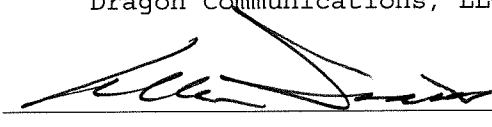
LESSOR: City of Wichita

By: _____
Printed Name: Carl Brewer
Title: Mayor
Date: _____

LESSOR: Board of Park Commissioners of the City of Wichita

By: _____
Printed Name: _____
Title: _____
Date: _____

LESSEE: Dragon Communications, LLC

By:  *manager*
Printed Name: Allan Travis
Title: Manager
Date: 3-21-2008

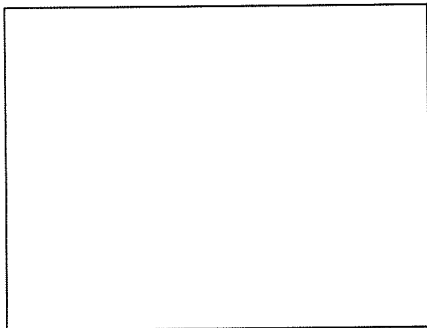
[Notary block for Lessor]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by Carl Brewer, Mayor of the City of Wichita, a Kansas Municipal Corporation, on behalf of said City of Wichita, and by _____, President of the Board of Park Commissioners of the City of Wichita, on behalf of said Board of Park Commissioners of the City of Wichita.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

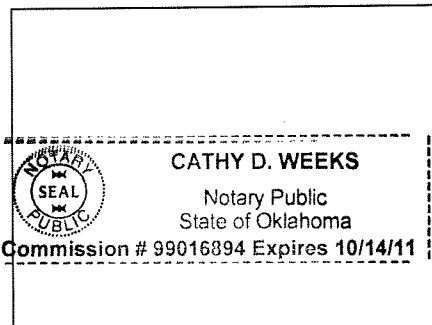
(Use this space for notary stamp/seal)

[Notary block for Lessee]

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

I certify that I know or have satisfactory evidence that Allan Travis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Dragon Communications LLC, an Oklahoma limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 21, 2008
Cathy D. Weeks
Notary Public
Print Name Cathy D. Weeks
My commission expires 10-14-11



(Use this space for notary stamp/seal)

Memorandum of Lease
Exhibit A
Legal Description

The Property is legally described as follows:

(TO BE PROVIDED)

CITY OF WICHITA
City Council Meeting
April 15, 2008

TO: Mayor and City Council Members

SUBJECT: Leasing of Antenna Site on City Hall (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the lease.

Background: Unified School District 259 (USD259) currently has a wireless antenna array on the roof of City Hall. The array is part of USD259's internal microwave communications system. A lease has been prepared to formalize the existing utilization relationship.

Analysis: The lease agreement provides for a five-year term with two five-year options. The lease does not require rent but does require USD259 to reimburse the City for utility costs associated with the array. USD259 is also responsible for any property taxes arising from the placement of the array and must carry appropriate insurance. The lessee agrees not to interfere with the public purpose of the area and to make sure the leased area is secure. Upon termination of the lease, the lessee will remove the array and restore the area to its current condition.

Financial Considerations: The City will receive reimbursements as described above. The lessee shall be responsible for all costs of installation, operation and maintenance of the facility.

Goal Impact: The proposed sale insures efficient infrastructure by optimizing the use of public assets and providing additional communications capacity in the area.

Legal Considerations: The Law Department has approved the lease as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Lease and 2) Authorize all necessary signatures.

Attachments: Lease agreement

LEASE AGREEMENT
(City Hall and Penthouse Structure Rooftop)

THIS AGREEMENT is made and entered into this _____ day of _____, 2008,

BY AND BETWEEN

City of Wichita, Kansas,
a municipal corporation,
455 North Main Street
Wichita, Kansas 67202
"LESSOR,"

AND

Unified School District 259,
Sedgwick County, Kansas
201 North Water Avenue
Wichita, Kansas 67202-1292
"LESSEE."

WITNESSETH:

WHEREAS, Lessor is the owner of certain property within the City of Wichita, owned and operated for public purposes; and

WHEREAS, Lessee wishes to lease a certain portion of Lessor's property for the purpose of constructing, operating and maintaining certain communications equipment (the "Facility"); and

WHEREAS, the above named parties desire to enter into this Lease Agreement (the "Agreement") on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound as follows:

1. **PREMISES.** Lessor is the owner of the premises in Wichita, Sedgwick County, Kansas, commonly known as 455 North Main Street, City of Wichita, Sedgwick County, Kansas (the "Property"). Lessor hereby leases to Lessee and grants the right to occupy and use certain space on the roof and two hundred (200) square feet on the 14th floor of the building located on the Property, together with access to the roof and to the utilities for such Property as described and depicted in Exhibits "A" and "B" (collectively referred to as the "Leased Premises"), subject to the terms and conditions of this Agreement. .

2. **TERM.**

(a) The term of this Agreement shall be five (5) years, commencing upon the "Commencement Date," which is the written notification by Lessee to Lessor that Lessee has obtained all governmental approvals as identified in Paragraph 5(a), required for Lessee to be legally entitled to construct the Facility.

(b) This Agreement shall be reviewed for renewal of two (2) additional five (5) year terms (each five (5) year term shall be defined as an "extension term"), upon the same terms and conditions, unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing term.

(c) If Lessee shall not have obtained such governmental approvals within twelve (12) months from the date of this Agreement or if Lessee earlier notifies Lessor that it is unable to obtain such approvals, then this Lease shall terminate at either party's option upon receipt of written notice.

(d) Upon written request of either the Lessor or Lessee, the Agreement shall be reopened and renegotiated at any time prior to the expiration of the term or any extension thereof upon any of the following events: change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either party; or change in the structure or operation of the telecommunications industry which materially affects any rights or obligations of either party. Failure of the parties to successfully renegotiate the materially affected provisions of this Agreement shall give rise to the right of the requesting party to terminate the Agreement under the provisions of Paragraph 9.

3. **RENT.** Rent for the initial term of this Agreement and for each additional term shall be One Dollar (\$1.00), which shall be paid by Lessee to Lessor at the commencement of this Agreement and at the commencement of each additional term of this Agreement.

4. **PERMITTED USE.**

(a) The Leased Premises may be used or occupied by Lessee only for permitted uses as follows:

i. Transmission and reception of communications signals for the Lessee's type of communication service. Lessee shall have the right to maintain active microwave dishes and necessary appurtenant equipment on or upon the penthouse structure of the City Hall building in the manner configured and set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. Support equipment necessary for the operation of the microwave dishes may be located in space on the 14th floor of the City Hall building, set forth in Exhibit "B," which is attached hereto and incorporated herein by reference. The area on the 14th floor of the City hall building set forth in Exhibit "B," shall not exceed two hundred (200) square feet in area.

ii. Construction, installation, operation, maintenance, repair, or replacement of communications fixtures and related equipment, cables, and accessories as described in Exhibits "A" or "B," or hereafter submitted in writing and approved from time to time by the Lessor (the Facility). Any vertical chase for conduits shall not exceed one (1) four-inch (4") nominal diameter and shall be properly secured. Any future approved concrete penetrations larger than one inch (1") in diameter shall be core drilled and sealed with an approved fire-stop compound. Any roof penetrations must be properly sealed. All penetrations that have been sealed will require the approval of the Lessor.

iii. Installation and operation of transmission cables or utility lines and facilities across the Property between the Facility and utility providers at such locations and in such manner as reasonably approved by the Lessor. Lessee shall be responsible for the expense of installation of all cables and utility lines.

(b) The Lessor shall not be responsible for the quality of power supplied to Lessee's equipment. Total wattage of the communication system installed by the Lessee hereunder shall not exceed 2.1 KWH. The Lessee agrees to reimburse Lessor, on a monthly basis, not to exceed a 30-day period following presentation of the invoice to Lessee by the Lessor, for the actual cost of electricity used by Lessee for its communication system. Lessor shall bear the cost for all power supplied to the Leased Premises and the Facility.

(c) The Facility shall remain the exclusive property of the Lessee. Any existing equipment (i.e., antenna, mounting bracket, cabling, network equipment, etc.) not indicated in Exhibit "A" as active and currently installed on or upon the penthouse structure shall be removed from the Lessor's Property by Lessee in accordance with Paragraph 15 of this Agreement. Upon termination of this Agreement, the Lessee will be required to remove all of the Facility.

(d) The Lessor grants to Lessee the right of and ingress, egress, and access to the Property adequate to service the Leased Premises and the Facility at all times during the term of this Agreement, subject to the specific conditions of this Agreement. The Lessee agrees to adhere to the Lessor's Security Division policies at all times of ingress, egress and access to the Property and the provisions listed in Paragraph 5(i) of this Agreement. Unless it is of an emergency need, Lessee shall contact the Lessor, pursuant to Paragraph 13 of this Agreement, a minimum of twenty-four (24) hours ("reasonable notice") prior to their intent to access the Leased Premises and/or the Facility. The Lessor shall have the right, upon notice, to change the means and location of Lessee's access, provided that such shall not materially interfere with Lessee's operation of the Facility.

(e) Lessee shall have the right, prior to the Commencement Date and upon reasonable notice to the Lessor, to enter the Property to obtain a title report, perform surveys and other engineering procedures or environmental investigations on, under, and over the Property necessary to determine that Lessee's use of the Leased Premises will be compatible with the Lessor's structural, engineering, and technical specifications and Lessee's engineering specifications, system, design, operations, and governmental approvals.

(f) The parties recognize that the Lessee's use of the Property is not exclusive and the Lessor may grant leases to other communications providers for use of the Property. The Lessee agrees to cooperate with the Lessor and other communications providers in its design and operation to enable the co-location of communications providers and use of the Property by others and for other purposes, consistent with the reasonable operational needs of the Lessee, subject to the provisions of Paragraph 5(g) of this Agreement. It is understood and agreed that the Lessor has priority use of the entire roof area and penthouse structure of the City Hall building.

(g) In the event the Lessee's use of its equipment interferes with the County's Emergency Communication system and/or Lessor's communication needs, the Lessor reserves the right to notify Lessee to immediately halt any communication transmissions causing such problems. The Lessee may resume its transmissions at such time as the problem(s) have been resolved. Otherwise, Lessee shall have the exclusive use of that portion of the Leased Premises physically occupied by Lessee's Facility. Lessee may be required to share use of those remaining portions of the Leased Premises, including the stacking of equipment and laying-over of cables, with the Lessor or other communications providers, subject to the provisions of Paragraph 5(g). Lessor will not grant after the date of this Agreement the right to any other party to use the Leased Premises if such use may in any material way adversely affect or interfere with Lessee's Facility.

(h) Lessor shall give notice to the Lessee of its intent to enter into any additional lease agreements after the date of this Agreement for communications equipment on the Property and shall give the Lessee the opportunity to evaluate the potential for interference, comment on the proposed arrangements, and seek to coordinate with such other communications providers.

(i) The Lessee shall not have the right to connect to or use any utilities of the Lessor.

5. **CONDITIONS OF USE.** All use of the Property and Leased Premises shall be only for permitted uses and shall be subject to the following conditions:

(a) Lessee shall obtain, at Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Leased Premises from all applicable governmental and regulatory entities, including without limitation the City of Wichita, State of Kansas, Federal Communications Commission, Federal Aviation Administration, OSHA, and all other agencies thereof ("governmental approvals"). Lessor agrees to reasonably cooperate with Lessee in obtaining such governmental approvals.

(b) The Facility shall only be designed, constructed, and maintained in accordance with plans or as-built drawings approved by the Lessor as set out in Paragraph 6 of this Agreement, or Exhibits "A" and "B," and regulatory requirements. Where there are facilities for other communications providers already located upon or approved for the Property as of the

date of this Agreement, Lessee shall be required to coordinate the design and plan approval with such other providers in such manner as the Lessor may reasonably require.

(c) The design of the Facility shall comply with the conditions of City of Wichita Wireless Master Plan and Unified Zoning Code and any other necessary approvals thereafter during this Agreement, except to the extent that such requirements are modified by action of the governing body of the City applicable to all City-owned facilities:

i. The antennas and equipment are painted to match the color of the structure or the background against which they are most commonly seen, and affixed so as to minimize visual intrusion.

ii. The height of any approved future Facility shall not extend higher than the present height of the existing Facility.

iii. The setback on any future equipment on rooftops shall not exceed the current setback on existing equipment.

iv. The new or additional antennas or equipment does not require rezoning, CUP amendment or a conditional use.

(d) The Facility shall be designed and installed consistent with the load-bearing capacity of the roof and structure of the building as reasonably determined by the Lessor. The Lessor may require the Lessee to provide, at Lessee's expense, such verification of the structural capacity by a licensed architect or engineer. Lessee shall further provide such assurance as reasonably required by the Lessor that the mounting does not invalidate existing roof warranties and will not cause leaks or deterioration.

(e) The Lessee shall provide such assurance as reasonably required by the Lessor that the use of the Facility will not cause undue exposure or harm to tenants or other workers from radio frequency radiation or high voltage electricity.

(f) The Facility shall be designed, installed, constructed, and maintained in accordance with the laws and regulations of all governmental entities having jurisdiction. The Lessee's operation shall be in such a manner that there is no interference with the operation of the Lessor's property, surrounding property, or any communications facilities of the Lessor.

(g) The design, construction, and operation of the Facility will be done in such a manner as to allow the use of the Property by other communications providers. Lessee agrees that it will not cause interference with other communication providers existing on the Property as of the date of the Agreement and will not hereafter change its operations in such a manner so as to cause interference with other communications providers whether now existing or hereafter established on the Property, provided that such other communications providers operate within their permitted frequencies in accordance with all applicable laws and regulations and in accordance with plans approved by the City of Wichita. Whenever the Lessee and another

communications provider on the Property are required to co-locate or share space for communication equipment, when the plans submitted for the Lessee or any other communications provider indicate that there is the potential for interference, or when there is any claim that there is interference between providers, the Lessee or other provider may request that the Lessor determine whether such interference or conflict may or does exist. In the event of such request, the Lessor shall refer such claims or dispute to a qualified engineer or consultant to determine the matter on behalf of the Lessor, the cost of which shall be equally paid by the Lessee and the other communications provider. The recommendation and determination of such engineer or consultant shall be forwarded to those involved and shall be the basis on which the claim or dispute is determined as to the Agreement, subject to the final approval of the Lessor.

(h) The Lessee shall not use the Leased Premises in any way that interferes with the residential or governmental use of the Property by the Lessor or tenants or licensees of the Lessor. The design and plans for the Facility shall take such matters into consideration.

(i) Lessee shall have access to the Property, provided that Lessee understands that the Property is used for governmental purposes and that Lessee shall take such reasonable steps as are necessary (including the design of the Facility) to assure that access and use shall minimize disturbance to the Lessor. Access for construction and maintenance shall be limited to reasonable business hours (8:00 a.m. to 6:00 p.m. on business days), except in case of emergency where access is reasonably required to maintain service or protect the property of Lessee, in which case the activity of the Lessee on the Property shall be conducted in such a manner as to minimize disturbance to the Lessor. Lessee shall respond to any complaints of disturbance about Lessee's operations and access.

(j) Lessee, at Lessee's expense, shall keep and maintain the Facility and the Leased Premises in commercially reasonable condition and repair during the term of this Agreement. Upon termination of this Agreement, the Leased Premises shall be returned to the Lessor in good, useable condition as further provided in this Agreement.

(k) Lessee shall not use or permit said Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Leased Premises are hereby leased.

(l) Lessee will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or unreasonably interfere with, annoy or disturb other occupants, guests, neighbors, or Lessor in the management of the building.

(m) Except to the extent required by law, no sign, notice, awning, advertisement, picture or other inscription of any kind shall be placed or put upon any portion of the Leased Premises, unless the written consent of Lessor shall first have been obtained, which consent may be denied without cause.

(n) Lessee shall not commit or suffer to be committed any waste upon the Leased Premises, and Lessee further agrees not to connect with electric wires, water, gas or sewer pipes, or any apparatus, machinery or device without the consent of Lessor.

(o) Lessee expressly recognizes that the Property is publicly owned and that the Lessor desires that the Leased Premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues. Therefore, the Lessee will not use the Leased Premises for any partisan or political activity or for any overt public activities that take a position on policy issues before the City and its agencies, provided that this provision shall not prevent the Lessee from taking positions in newsletters, correspondence, internal meetings, etc., that otherwise are in accordance with the purposes of the organization, and provided further that this Lease does not control or regulate the content of any radio communications.

(p) Lessee shall neither use nor occupy the Leased Premises for any unlawful, disreputable or ultrahazardous business purpose or activity, nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, Lessee agrees to immediately take action and cease any activity or use in violation of this Agreement.

(q) No existing building or any building that is constructed or placed upon the Property, either temporarily or permanently, shall be used for the purpose of housing the operation of any multi-game, casino-style gambling on the premises.

(r) Lessee represents that it has inspected the Property and finds that such is suitable for its needs and requirements and accepts the Leased Premises "as is" without any additional preparation required of the Lessor.

6. **PLAN APPROVALS.** The Lessor's prior consent and approval is required for all plans and specifications for use for the Facility and related structures or utility connections. The Lessor may require additional details or modifications of such plans as may be necessary in the reasonable determination of the Lessor to assure the safety of the Facility, integrity of the roof and structure, the aesthetic compatibility of the Facility to the Property and the neighborhood, to coordinate with other communications providers, and to meet the requirements and conditions of Paragraphs 4 and 5 of this Agreement. Should the Lessee make any modifications to an existing Facility, prior to the start of any work, a new set of as-built plans will be required by the Lessor for approval purposes. Such approval shall not be unreasonably withheld or delayed by the Lessor. The drawings of Exhibits "A" and "B" and any set of as-built drawings may be shared with such other communications providers on the Property as is necessary for an appropriate design with the intent to maximize the usage of the Property and to prevent interference between users. The Lessee may designate any portion of the plans and drawings that it reasonably believes are competitively sensitive and require confidentiality. The determination of use of such designated material will be made in the same manner as the conflict procedures of Paragraph 5(g).

The approvals of this Paragraph shall be deemed approval by the Lessor in its capacity as a property owner and landlord but shall not be deemed the approval as required for the Zoning

Code, Building Code, or any other approval required by the City of Wichita in a regulatory or governmental capacity. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, and operations of the Facility.

7. **DEFAULT.** The following shall be deemed a “Default” under this Agreement:

(a) If Lessee fails to pay amounts due under this Agreement or maintain a letter of credit or bond required under this Agreement within fifteen (15) days of written notice that such is overdue.

(b) If Lessee or Lessor fails to observe or perform its obligations under this Agreement and does not cure such failure within thirty (30) days from written notice of breach, or such longer period as may be required to diligently complete a cure commenced within the thirty (30) day period.

8. **TERMINATION.** This Agreement shall terminate upon occurrence of any of the following:

(a) The expiration of the lease term or any extension thereof.

(b) Any default as defined in Paragraph 7 of this Agreement, if notice of termination is given by the non-defaulting party.

(c) Lessee’s inability to obtain governmental approvals as set out in Paragraph 2 of this Agreement.

(d) Upon ninety (90) days written notice by the Lessee that Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit, or governmental approval necessary to the construction and operation of the Facility or Lessee’s business, provided that Lessee is responsible to continue the rent during such ninety (90) day period.

(e) Upon ninety (90) days written notice by Lessee that the Leased Premises is or will become unacceptable under the Lessee’s design or engineering specifications for its Facility or the communications system to which the Facility belongs, provided that Lessee is responsible to continue the rent during such ninety (90) day period.

(f) Immediately upon written notice if the Leased Premises or the Facility are destroyed or damaged so as, in the Lessee’s reasonable judgment, to substantially and adversely affect the effective use of the Facility. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and the Lessee shall be entitled to a prorated reimbursement of any rent prepaid, less any deduction for restoration as provided in this Agreement. If the Lessee elects to continue this Agreement, then all rent shall abate until the Leased Premises and Facility are restored to a condition allowing Lessee’s continued use of the Facility for its intended purpose.

(g) Upon thirty (30) days notice to Lessor that the Lessor or another communications provider on the Property is adversely interfering with the radio frequency of communications capability of the Facility, provided that the parties shall use their best effort to resolve or mediate such interference during the notice period or any extension thereof mutually agreed to by the parties.

(h) Immediately upon written notice if the Property is destroyed or damaged so as, in the Lessor's reasonable judgment, the continued presence of the Facility is impractical or detrimental to the structural integrity or use of the Property. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and the Lessee shall be entitled to a prorated reimbursement of any rent prepaid.

(i) Lessee shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the Lessee's property, or Lessee makes an assignment for the benefit of creditors.

(j) Upon one hundred eighty (180) days after declaration by the Lessor that the use of the Property has changed to a use incompatible with the Facility or that the Leased Premises is needed for a public purpose. The Lessee may by written notice terminate this Agreement at any sooner time after such event. The Lessee shall be entitled to a prorated reimbursement of any rent prepaid.

(k) Upon any such termination as provided in this Paragraph 8, the Lessor shall be entitled to possession of the Leased Premises, and Lessor may recover for rent due and damages and recover possession of said Leased Premises as provided by law, and any prepaid rent will be refunded on a prorated basis.

9. **TAXES.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Facility. Lessor shall pay when due all real property taxes and other fees and assessments attributable to the Leased Premises. Lessee shall pay, as additional rent, any property taxes or increase in property taxes levied against the Property or Leased Premises which is directly attributable to Lessee's use of the Property. Should Lessee's use of the Property be determined to fall outside the scope of those uses set forth in K.S.A. 79-254, and amendments thereto, and such use by Lessee thereby causes a loss of the tax exempt status currently existing for the leased Property, Lessee shall be solely responsible for any taxes and other fees and assessments assessed on the leased Property that result from the Lessee's use thereof. Lessee shall pay all such taxes and assessments when due and not allow any to become delinquent. Lessor gives the Lessee the right to appeal any tax assessment or tax increase in Lessor's name at Lessee's own expense.

10. **INSURANCE.** Lessee agrees to carry public liability and commercial general liability insurance on the Leased Premises and covering Lessee's activities on the Property during the term hereof, with companies licensed to do business in the State of Kansas for limits of not less than an aggregate amount of \$1,000,000 and \$500,000 per occurrence for injury or death of

any one person or property damage. The Lessor shall be named as an additional insured on the policy. Such insurance coverage shall recognize this Agreement and provide that Lessor and Lessee shall be given a minimum of thirty (30) days written notice by such insurance company prior to cancellation, termination, or change in such insurance. In the alternative, that Lessee can provide evidence of self-insurance in comparable amounts. Lessee shall also maintain worker's compensation insurance as required by law. Lessee shall, upon request by Lessor, provide Lessor with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Lessor may satisfy the insurance requirements by obtaining appropriate endorsement to any master policy of liability insurance that Lessee may maintain, subject to the reasonable approval of the Lessor.

11. **INDEMNIFICATION.**

(a) Lessee agrees to indemnify and hold harmless the Lessor and the Lessor's officers, employees, and agents, from any and all liability, loss, suits, claims, judgments, fines, or demands arising by reasons of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising directly or indirectly out of Lessee's use of or activities on the Property, except to the extent such are caused by the Lessor or the Lessor's officers or employees.

(b) Lessor shall not be liable to Lessee for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of Lessee arising from any act or neglect of any tenants or other occupants of the building, other communications providers, or of the employees or agents of Lessee.

(c) Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the building, or failure to make repairs, or from any cause whatever except to the extent caused by the negligence of the Lessor's officers or employees.

12. **ENVIRONMENTAL.** Lessee agrees that it will conduct its activities on the Property in compliance with all applicable environmental laws. Each party agrees to defend, indemnify, and hold the other harmless from and against any and claims, causes of action, demands, and liability, including, but not limited to damages, costs, expenses, assessments, penalties, fines, losses, judgments, and attorney fees that the other party may suffer due to the possible existence or the discovery of any hazardous substance on the Property or the migration of any hazardous substance to other property or released into the environment to the extent such arises out of such party's past, present, or future activities on or use of the Property. This Paragraph shall survive the termination of this Agreement.

The Lessee shall inform and has a continuing duty to inform the Lessor of the nature of toxic and hazardous substances used or stored on the Leased Premises, including also the type and nature of batteries and fuel supply used and stored.

13. **IMPROVEMENTS AND RESTORATION.**

(a) Lessee shall make no material changes or alterations in the Leased Premises unless it shall first have obtained Lessor's written consent thereto. Lessee shall not remove any portion of the Facility which is so permanently attached to the Property as to leave the Property damaged or materially altered, except with the prior consent of the Lessor according to plans approved by the Lessor.

(b) In addition to other provisions of this Agreement, the Lessor at all times shall have the right in its sole discretion to reconfigure and modify the Property, provided that such relocation shall be done without cost to the Lessee and without material interruption to Lessee's operation. Lessor shall give at least ninety (90) days written notice to Lessee of any such relocation of the Facility.

(c) Lessee shall, within thirty (30) days after the termination of this Agreement, remove Lessee's personal property without damaging or destroying any property of the Lessor. Any property of the Lessee not removed within such time shall become the property of the Lessor to dispose in any way which meets the needs and requirements of the Lessor. Lessee shall be liable and shall reimburse the Lessor for any expense or cost in removal or disposal of Lessee's personal property either abandoned or not removed in the thirty (30) day period.

(d) Upon termination, the Lessee shall surrender the Leased Premises in a clean and orderly manner and shall, as reasonably requested by the Lessor, restore the Leased Premises to a condition at least equivalent to that which existed at the time of this Agreement, reasonable wear and tear excepted. All removal of equipment shall require a final inspection and approval of the Lessor.

14. **LIENS.**

(a) Lessee shall not, during the term of this Agreement, permit or suffer any lien or encumbrance to attach to the Leased Premises or any part thereof and shall indemnify and save harmless the Lessor against the same.

(b) Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facility or any portion thereof which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not same is deemed real or personal property, and Lessor gives the Lessee the right to remove all or any portion of the same from time to time, in Lessee's sole discretion, except to the extent access or plan approval is otherwise required by this Agreement.

15. **INSPECTION AND ENTRY.** It shall be lawful for Lessor, its agents and representatives at all times to enter into or upon the Leased Premises for the purpose of examining the

condition thereof or to make such repairs and alterations as may be necessary for the safety and preservation of the Property, but without any obligation to make repairs. Lessor shall not open any enclosed cabinet or vault or move the Facility without prior notice to, and the presence of, the Lessee.

16. **OWNERSHIP REPRESENTATION.** Under no circumstances shall the Lessee represent to any party that the Lessee is the owner of the real property covered by this Agreement or that the Lessee is the agent or trustee of the Lessor. Lessee understands and agrees that no authorization to act for, on, or in behalf of the Lessor is granted to the Lessee.

17. **NONDISCRIMINATION.** Lessee will not, on the grounds of race, color, sex, religion, national origin, ancestry, handicap, marital status, age, being a special disabled veteran or Vietnam Era veteran, discriminate or permit discrimination against any person in the use of the Leased Premises or in its activities under this Agreement.

18. **NO THIRD PARTY BENEFICIARY.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public, or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

19. **ASSIGNMENT AND SUBLEASE.** This Agreement is not assignable. Access to the subject property of this lease is made available due to the fact that Lessee is a Municipality recognized by Kansas law.

20. **NOTICE.** All writings, notices, and demands shall be deemed sufficient if sent by facsimile, mail, or hand-delivered to:

LESSOR:
Office of Property Management
Attention: John C. Philbrick
City Hall - 13th Floor
455 North Main Street
Wichita, Kansas 67202

LESSEE:
Unified School District No. 259
Management and Information Services
Attention: Cathy Barbieri
432 West 3rd St. North
Wichita, Kansas 67203

21. **SEVERABILITY.** If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. **OTHER PROVISIONS.**

(a) Each party will, at any time, upon fifteen (15) days prior written notice from the other party, execute, acknowledge, and deliver to the other party a recordable memorandum of lease or affidavit of equitable interest. Either party may record this Agreement, the memorandum or affidavit at any time, in its sole discretion.

(b) Upon Lessee's request, Lessor shall provide evidence of the Lessor's ownership interest in the Property and such other information as may be reasonably requested to assure the validity and enforceability of this Agreement.

(c) The Agreement shall be construed in accordance with the laws of the State of Kansas.

23. **AMENDMENTS; BINDING EFFECT.** This Agreement may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

LESSOR:
CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, 4/22/24
Gary E. Rebenstorf
Director of Law

LESSEE:
UNIFIED SCHOOL DISTRICT #259

By _____
Winston Brooks, Superintendent

ATTEST:

Mike Willome
Mike Willome, Clerk of the Board

Approved as to form:

Tom Powell
Tom Powell
General Counsel

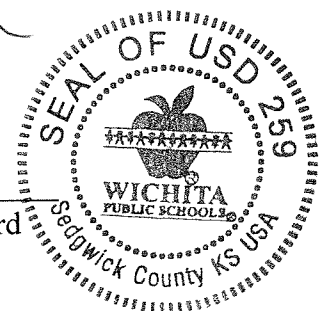
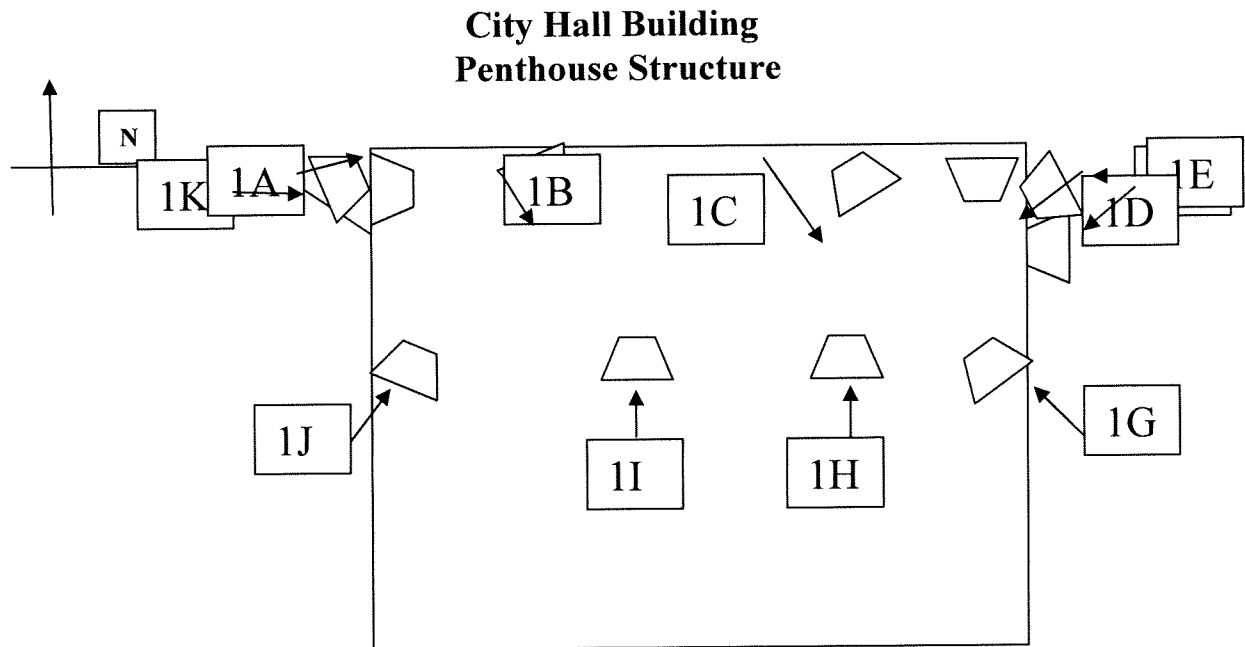


EXHIBIT A



USD259 Microwave System

- A. Dead
- B. Active – North High School (1437 Rochester)
- C. Active – WATC Schweiter Campus (1400 George Washington Dr.)
- D. Active – Service Center(3850 N. Hydraulic)
- E. Dead
- F. Active – WATC Central Campus (324 N. Emporia)
- G. Dead
- H. Dead
- I. Dead
- J. Active – Administration Building (201 N. Water)
- K. Active – MIS Building (432 W. Third)

EXHIBIT B

**City Hall Building
14th Floor**

